

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

Francisco-Garibaldo:Perez©

C/O P.O. Box 264

Bishop, Texas 78343

In Propria Personam

United States Courts
Southern District of Texas
FILED

AUG 24 2018

David J. Bradley, Clerk of Court

-VS-

Cause No:

STATE OF TEXAS

Carlos Valdez

P.O. Box 1471

Kingsville, Texas 78364

Complaint of Federal Question Pursuant to
28 USC 1331; 48 CFR CH.1, 53, 228
Demand For Proof Of Subject-Matter Jurisdiction

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SPECIAL NOTICE TO THE COURT

Francisco-Garibaldo:Perez©, Sui Juris, is now giving FULL NOTICE OF DISCLOSURE as to my formal request to the UNITED STATES DISTRICT COURT, For the Southern District of Texas, Corpus Christi Division, With Nueces County and Texas, MY "SPECIAL VISITATION" made by absolute ministerial right to the UNITED STATES FEDERAL Court pursuant to Rule 8(E) of the Rules of Practice and Procedure as a "Restricted Appearance."

Comes Now, the defendant Francisco-Garibaldo:Perez©, State *recorded case of County of Klegberg*, a real flesh and blood man/woman, a State Citizen and Inhabitant of the County of Nueces County, Texas, by SPECIAL VISITATION In Propria Persona, not general to present this, his Notice and Demand for written proof (verified and demonstrated evidence) of jurisdiction over His Proper Person and over the subject matter in the entitled cause known as 05-CRF-0070.

Such Written proof must be filed in the official Court Record for this cause, and it must also be properly served on the Accused at the lawful mailing location shown at the upper-left-hand corner of this Notice and Demand for Proof of Subject-Matter Jurisdiction, in order to be valid and acceptable. The Accused explicitly reserves his fundamental Right to rebut any and all allegations stated in the required written demand for proof of subject-matter jurisdiction.

Such written proof shall be accompanied by a sworn affidavit signed under penalty of perjury in accordance to the LAWS of the united States of America and the State of Texas to be true, correct, complete and first-hand knowledge. Said affidavit is to be sealed by the individuals Christian name signature, knowingly, willingly and intelligently.

Jurisdictional Issues

It is the court's responsibility to prove it has subject matter jurisdiction, and where a judge arbitrarily claims the court has jurisdiction, he is violating the defendant's right to due process of the law. It is, in fact, the plaintiff's responsibility to prove, **on the record**, that jurisdiction exists, and jurisdiction can be challenged at any time, even years later, and even collaterally, as in a private administrative process, as was done herein. It is the petitioner's right to challenge jurisdiction, and it is the plaintiff/prosecutor's duty to prove it exists. **The respondent herein was given the opportunity (multiple times) to put the facts**

of jurisdiction on the administrative record, but acquiesced by tacit procurement to the fact that the constitutional and due process violations alleged by the petitioner did, in fact, occur, and did, in fact, deprive the court of subject matter jurisdiction, which is now the record before the court.

The law provides that once State and Federal jurisdiction has been challenged, it must be proven. Main v. Thiboutot, 100 S. Ct. 2502 (1980).

While voidable orders are readily appealable and must be attacked directly, void order may be circumvented by collateral attack or remedied by mandamus, Sanchez v. Hester, 911 S.W. 2d. 173, (Tex. App. – Corpus Christi 1995).

Void judgment under federal law is one in which rendering court lacked subject matter jurisdiction over dispute or jurisdiction over parties, or acted in manner inconsistent with due process of law or otherwise acted unconstitutional in entering judgment, U.S.C.A. Const. Amend. 5, *Hays v. Louisiana Dock Co.*, 452 N.E. 2d 1383 (Ill App. 5 Dist. 1983). [Emphasis added].

“The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings”, *Hagans v. Lavine*, 415 U.S. 533. “Therefore, it is necessary that the record present the fact that establishing the jurisdiction of the tribunal”, *Lowe v. Alexander*, 15 C 296, *People v. Board of S.F. Fire Dept.*, 14 C 479. As the LAW requires such proof to appear on the official record this Citizen of the State of Texas Demands the State of Texas and its Agencies/Agents to produce lawful and legal proof (verified and demonstrated evidence) to its alleged jurisdiction over this Private Citizen, Francisco-Garibaldo:Perez©

Where jurisdiction is denied and squarely challenged, jurisdiction cannot be assumed to exist “sub silentio,” but, must be proven, *Hagan V. Lavine*, 415 U.S. 528, 533, n.5; *Monell V. N.Y.*, 436 U.S. 633. Mere “good faith” assertions of power and authority (jurisdiction) have been abolished, *Owen V. Indiana*, 445 U.S. 622; *Butz V. Economou*, 438 U.S. 478; *Bivens V. 6 Unknown Agents*, 403 U.S. 388. “A court cannot confer jurisdiction where none exists and cannot make a void proceeding valid. **It is clear and well established law that a void order can be challenged in any court**” *OLD WAYNE MUT. L. Assoc. V. McDonough*, 204 U.S. 8, 27 S. Ct. 236 (1907).

“The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings” (*Hagan v. Lavine*, 415 US 533). “Therefore, it is necessary that the record present the fact that establishing the jurisdiction of the tribunal” (*Lowe V. Alexander*, 15 C 296, *People v. Board of S.F. Fire Dept.* 14 C 479). As the LAW requires such proof to

appear on the official record this Citizen of the State of Texas Demands the State of Texas and its Representative/Agencies/Agents to produce lawful and legal proof (verified and demonstrated evidence) to its alleged subject-matter jurisdiction over this Private Citizen, Francisco-Garibaldo:Perez©, Sui Juris.

Where jurisdiction is denied and squarely challenged, jurisdiction cannot be assumed to exist "Sub silentio," but, must be proven, Hagan V. Lavine, 415 US 528, 533 n.5; Monell v. NY., 436 US 633. Mere "good faith" assertions of power and authority (jurisdiction) have been abolished, Owen v. Indiana, 445 US 622; Butz v. Economou, 438 US 478; Bivens v. 6 Unknown Agents, 403 US 388. "A court cannot confer jurisdiction where none exists and cannot make a void proceeding valid. It is a clear and well established law that a void order can be challenged in any court, OLD WAYNE MUT. L. Assoc. v McDonough, 204 US 8, 27 S. Ct. 236 (1907).

Therefore, it is outside of any court discretion to lay claim as to any Rule 12(b). Failure to State a Claim to Which Relief Can Be Granted decision as said decision would, in fact, be outside the jurisdiction of any court. "A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance," Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. Ed 1666, 67 S. Ct. 1409. The claim is that the STATE OF TEXAS court did not have subject-matter jurisdiction to preceed against Francisco-Garibaldo:Perez© from the beginning and said claim can be granted a relief which is outlined throughout this jurisdictional federal question.

Any "... departure by a court from those recognized and established requirements of law however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, in an excess of jurisdiction," Wuest v. Wuest, 127 P2d 934, 937.

Furthermore, there is a clear distinction between an individual and a corporation, and that the latter has the right to stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as exists by the law of the land a long antecedent to the organization of the State, and can only be taken away from him by due process of law, and in accordance with the constitution. He owes nothing to the public so long as he does not trespass upon their rights, Hale v. Henkel, 201 US 43.

If the State allege that this common-law constitutional entity is subject to some statute, rule, or regulation or if the State should allege that this common-law constitutional entity owes some

obligation, debt, duty, fee or fine, please state what jurisdiction the statutory agency you represent has jurisdiction over this common-law constitutional entity. **Further, for any and all statute(s), rule(s), regulation(s) alleged to have authority or power over this common-law entity, please, produce the Signed and Sealed Certificate of Statute by the Supreme Court giving the agency/agent the authority and power to enforce said statute, rule or regulation.**

Please, allow the Court to be reminded of the following court rulings:

- (a) The law provides that once the State and Federal jurisdiction has been challenged, it must be proven." Main v. Thiboutot, 100 S. Ct. 2502 (1980);
- (b) "Once jurisdiction is challenged, it must be proven." Hagan v. Lavine, 415 US 533;
- (c) "Where there is absence of jurisdiction, all administrative and judicial proceedings are a nullity and confer no right, offer no protection and afford no jurisdiction, and may be rejected upon direct attack." Thompson v. Tolmie, 2 Pet 157, 7 L.Ed 381. Griffith v. Fraizer, 8 Cr. 9, 3 L.Ed 471;
- (d) "No sanctions can be imposed absent proof of jurisdiction." Standard v. Olsen, 74 S.Ct. 768, Title 5 U.S.C. Sec. 556 and 558(b);
- (e) "The proponent of the rule has burden of proof." Title 5 U.S.C. Sec. 556(d);
- (f) "Jurisdiction can be challenged at any time, even on final determination." Basso v. Utah Power & Light Co., 495 2nd 906 at 910.

Let it be known, until such a time as written proof of jurisdiction is demonstrated and filled in the court record of this case, the Accused shall be entitled to the conclusive presumption that lawful jurisdiction is lacking In Personam and In Rem. Let this statement serve as Constructive Notice that this common-law constitutional entity, in the eyes of the Law, intends to prosecute to the fullest extent of the Law anyone who infringes its rights as "officers of the court have no immunity, when violating a constitutional right, from liability, for they are deemed to know the law," Owens V. City of Independence, 448 U.S. 1, 100 S.Ct. 2502; Hafer V. Melo, 502 U.S. 21.

In anticipation of the respondent's objections, which he has waived the right to bring up.
Petitioner;

1. conditionally accepts the respondent's claim that he did not contract with the Petitioner upon proof of claim that pursuant to the laws of contract Petitioner did not have the right to reasonable reliance upon the respondent's apparent intent as portrayed by his conduct, and UPON PROOF OF CLAIM that in deciding whether a person agreed to a contract,

the law DOES NOT gage intent objectively, that is, it DOES NOT evaluate the person's overt acts, words and conduct to decide whether they reasonably signified an intent to enter the transaction.

2. conditionally accepts respondent's claim he had no obligation to rebut any of the allegations presented to him, UPON PROOF OF CLAIM of the following:

- a) That a void judgment cannot be challenged at any time; and
- b) That a void judgment cannot be challenged collaterally via a private administrative process;
- c) That it is not the prosecutor's duty and obligation to provide ALL the facts that establish the court's jurisdiction, and place them upon the record, even in a collateral attack against jurisdiction; and
- d) That the Respondent DOES NOT have an oath of office to uphold the constitutions, which includes due process of law and equal protection under the law; and
- e) That his/her oath does not require him/her to correct any constitutional and due process violations which are pointed out to him for the record; and
- f) That his/her oath does not preclude him/her from lying to the People whom he/she serves, even by silence; That his/her silence, by failure to rebut, with truth, fact and law, the constitution and due process violations which were alleged, is not, under the law of contracts, an admission that such violations exists, and are therefore, grounds to vacate the judgment; and
- g) That the petitioner is not, under the laws of contracts, entitled to reasonable reliance upon the respondent's failure to rebut with truth, fact and law in support, as instructed; and That equal protection of the law would not require the respondent to be equally held to all requirements of the law to which the petitioner is held to, including the laws of contracts, and the principles of default, both of which this court exercises against defendants ALL THE
- h) TIME, wherein if a defendant remains silent when he should speak in order to avoid the appearance of waiving a right, the court assumes a right to be waived upon the silence of the defendant; and when the defendant defaults, the court enforces the default.

3. The judgment of this court was entered on or before 8/5/2005
4. Petitioner's administrative remedy is *res judicata*.
5. Failure of the Respondent to respond in this matter is *stare decisis*.
6. Petitioner's administrative remedy is ripe for judicial review, and there are no facts in controversy.

Further, this is **not a challenge of unlawful detention or imprisonment** to the cause that incarcerated Francisco-Garibaldo:Perez© as would fall under a Prisoner's Petition for Writ of Habeas Corpus under 28 U.S.C. § 2254 or § 2255. This is a demand for proof of subject matter jurisdiction brought under the court's federal question jurisdiction, 28 U.S.C. §1331, there is no judicial power to adjudicate the case. And since, "A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." *Rescue Army v. Municipal Court of Los Angeles*, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409, Francisco-Garibaldo:Perez©, cannot use 28 U.S.C. §2254 or §2255 to challenge Subject-Matter Jurisdiction and must rely on this court to challenge the Subject-Matter and Personal Jurisdiction, of the STATE OF TEXAS and it's STATE OF COURT(S), over Francisco-Garibaldo:Perez©, from the beginning as Francisco-Garibaldo:Perez© has already requested said proof from THE STATE OF TEXAS and its agent(s) who, in fact, represented the interests of the State of Texas in the court. The STATE OF TEXAS, the State of Texas and its agent(s) have defaulted with their silence and tacit admission.

No immunity.

No state immunity for the actions of PUBLIC SERVANT, PUBLIC SERVANT , PUBLIC SERVANT , I RESERVE THE RIGHT TO ADD DEFENDANT AS THEY BECOME KNOW TO et; al

TITLE 42 > § 12202: A State shall not be immune.

State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

No Immunity for state actor

Carlos Valdez®, I RESERVE THE RIGHT TO ADD DEFENDANT AS THEY BECOME KNOW TO Et, Al having no immunity under any doctrine of sovereign immunity and is being commenced by any person for the violations herein.

TITLE 15 § 1122. Liability of United States and States, and instrumentalities and officials thereof

(a) Waiver of sovereign immunity by the United States;

The United States, all agencies and instrumentalities thereof, and all individuals, firms, corporations, other persons acting for the United States and with the authorization and consent of the United States, shall not be immune from suit in Federal or State court by any person, including any governmental or nongovernmental entity, for any violation under this chapter.

(b) Waiver of sovereign immunity by States;

Any State, instrumentality of a State or any officer or employee of a State or instrumentality of a State acting in his or her official capacity, shall not be immune, under the eleventh amendment of the Constitution of the United States or under any other doctrine of sovereign immunity, from suit in Federal court by any person, including any governmental or nongovernmental entity for any violation under this chapter.

(c) Remedies;

In a suit described in subsection (a) or (b) of this section for a violation described therein, remedies (including remedies both at law and in equity) are available for the violation to the same extent as such remedies are available for such a violation in a suit against any person other than the United States or any agency or instrumentality thereof, or any individual, firm, corporation, or other person acting for the United States and with authorization and consent of the United States, or a State, instrumentality of a State, **or officer or employee of a State or instrumentality of a State acting in his or her official capacity**. Such remedies include injunctive relief under section 1116 of this title, actual damages, profits, costs and attorney's fees under section 1117 of this title, destruction of infringing articles under section 1118 of this title, the remedies provided for under sections 1114, 1119, 1120, 1124 and 1125 of this title, and for any other remedies provided under this chapter.

Bonding Discharges

48 CFR Ch. 1 53.228 Bonds and insurance

The following standard forms are prescribed for use for bond and insurance requirements, as specified in part 28:(a) *SF 24 (Rev. 10/98) Bid Bond*. (See 28.106–1.) SF 24 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the loose leaf edition of the FAR. (b) *SF 25 (Rev. 5/96) Performance Bond*. (See 28.106–1(b).) SF 25 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the loose leaf edition of the FAR. (c) *SF 25–A (Rev. 10/98) Payment Bond*. (See 28.106–1(c).) SF 25–A is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the loose leaf edition of the FAR. (d) *SF 25–B (Rev. 10/83), Continuation Sheet (For Standard Forms 24, 25, and 25–A)*. (See 28.106–1(d).) (e) *SF 28 (Rev. 6/03) Affidavit of Individual Surety*. (See 28.106–1(e) and Part 53 of the loose leaf edition of the FAR.) (o) *OF 90 (Rev. 1/90), Release of Lien on Real Property*. (See 28.106–1(o) and 28.203–5(a).) OF 90 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the loose leaf edition of the FAR. (p) *OF 91 (Rev. 1/90), Release of Personal Property from Escrow*. (See 28.106–1(p) and 28.203–5(a).) OF 91 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the loose leaf edition of the FAR. [48 FR 42637, Sept. 19, 1983, as amended at 53 FR 43395, Oct. 26, 1988; 54 FR 48998, Nov. 28, 1989; 55 FR 25534, June 21, 1990; 55 FR 52801, Dec. 21, 1990; 59 FR 67061, Dec. 28, 1994; 61 FR 39214, July 26, 1996; 63 FR 58603, Oct. 30, 1998; 63 FR 70293, Dec. 18, 1998; 64 FR 10549, Mar. 4, 1999; 68 FR 28088, May 22, 2003]

48 CFR Ch. 1 53.228:

Bonds and insurance. General Services Administration bonds, GSA forms Of 90 Release of Lien on Real Property, Of 91 Release of Personal Property from Escrow, sf 28 Affidavit of Individual Surety, and various bid, performance and payment bonds, such as sf 24 Bid Bond, sf 25 Performance Bond and sf 25A Payment Bond, sf 1418 Performance Bond, sf 1416 Payment bond, as well as the Miller Act bonds sf 273 Bid Bond, sf 274 Performance Bond and sf 275 Payment Bond are viable options for the prisoner to use to replace and redeem the bonds sold by the Court in regard to the prisoner's judgment and sentence.

PUBLIC HAZARD BONDING OF CORPORATE AGENTS

All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy

number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC) and is prim a facie evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

Let it be known to the Court and All Officers:

A commercial lien (90 day grace period before levying) may be used by a citizen to collect a debt or to secure a promised service/oath of a public official by seizing the property of the public official to secure privately and/or publicly the bond of the official. When an immediate specific performance is required of an official instead of the general protection of the public, the instant process is called a distress or distress infinite, which because it has no grace period before impoundment, must be pre-bonded. Commercial Liens are not Common Law Liens. Commercial Liens are Declarations of Obligation (15 USC) and as such are no part of the common law process except:

- A. A lien may be enforced by a levy on the lien by the Sheriff after a 90-day acquiescence of the lien debtor, or
- B. Be challenged by the lien debtor in a Jury Trial duly convened by the Sheriff within 90 days at the request of the lien debtor pursuant to the 7th Amendment of the US Constitution or an identical state provision. Said Jury Trial must be duly convened and properly conducted meaning, in part, that all affidavits must be categorically point-for-point rebutted, all issues are subject to full disclosure and discovery, and the jury may not retire to the jury room to homogenize the verdict.

Furthermore, upon determination of this court that jurisdiction did and is, in fact lacking in the cause in question, any act (or future acts) of detention, arrest, incarceration, or physical harm to Francisco-Garibaldo:Perez©, Sui Juris, a real flesh and blood State Citizen is assigned the minimum monetary values as pre precedent established by Trezevant v. City of Tampa, 741 D. 2d 336 (1984), where the court awarded \$25,000 per 23 minute period, i.e. \$65,217.91 per hour, plus punitive damages in the amount decided solely by Francisco-Garibaldo:Perez©, Sui Juris, Secured Party. The Secured Party shall pursue damages for injuries via his administrative process and procedures according to the Common Laws of the Land.

International Commercial Affidavit

Presented AS/UNDER LETTER ROGATORY

THIS NOTICE under Letter Rogatory, is in support of the International Commercial Instrument, **private** Agreement(s) and filed W-8BEN and Executed hereunder as Lawful "PUBLIC NOTICE" UCC §1-201(25) (27). This affidavit is executed under the penalty of perjury; in nature of 28 USC §1746 (1) expressly without UNITED STATES, i.e. 28 USC §3002 (15) (a); UCC §9-307 (8); U.S.C.A. Const. Art.1:8:17-18, Administered by a commissioned officer(s). This is also my Lawful Notice that all such signatures of mine in the future, with such government or otherwise-adhesion sources, are to be considered as "TDC" [Threat, Duress and Coercion] and/or "without prejudice," whether appearing therewith or otherwise, including banks, licenses, etc. So is it, respectfully demanding that my Constitutional "Privileges and Immunities" (Article 4:2) are apart from Article 1:8:17-18's Washington D.C., and shall not by Law be violated ever.

The Secured Party, Francisco-Garibaldo:Perez©, signatory herein is executing this instrument, under signature, expressly to declare his status as a Non-Resident-Alien in regards to U.S. INC; (ID) "with no duress", in accord to the terms aforementioned **private agreement** (See U.S.C.A. Const. Art. 1:18:1). Therefore, I the Secured Party, Francisco-Garibaldo:Perez© duly deposes and says without recourse that the foregoing is true, correct, complete and certain. All Subject-Matter within my International Security Agreement; Private Agreement(s) and specifically filed W-8BEN as public record, supported by this Affidavit, executed this 23 day of August, 2018, nunc pro tunc Federal Rule 15c to 6 day of November, 1992, nunc pro tunc, the Secured Party's Eighteenth Birthday.

Francisco-Garibaldo:Perez

Francisco-Garibaldo:Perez©

Affiant & Real Property In Interest UCC §1-202;

All Rights Explicitly Reserved Without Any Recourse & Without Prejudice

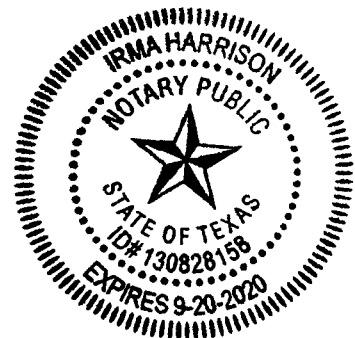
Status as a Non-Resident Alien, Fed. R. Evid. 902 (3)

As a Matter of Substantial Law

***** Republic***** Supp.... FRCP. 8E; FRCP 9 (H)

Without the united States INC. UCC § 9-307 (h)

Iama Harrison, Notary Public



IDENTIFICATION OF MOVING PARTY

BY "SPECIAL VISITATION", I, Francisco-Garbaldo, Sui Juris of the Perez family am the Movant [hereinafter] referred to as Secured Party/Plaintiff.

Secured Party/Plaintiff is a natural born, free, living, breathing, flesh and blood human with **sentient and moral existence, a real man/woman upon the soil, a juris et de jure, also know as a Secured Party** and a inhabitant, not a United States Citizen [See Filed Filing Exhibits].

Secured Party/Plaintiff is not a subject of, or to, the Texas State Constitution or the United States Constitution, its Ordinances, Statutes, Codes, or Regulations; or subject of, or to, Executive, Legislative, nor Judicial Jurisdiction of its actor(s), agent(s), officer(s), employee(s), or elected officials of Government, **as defined as Corporate.**

STATUS OF SECURED PARTY

SECURED PARTY is currently being held as collateral against his will in the location of the DEPARTMENT OF CORRECTIONS pursuant to an unconstitutional judgment.

Secured Party is also a Secured Party/Creditor to FRANCISCO GARIBALDO PEREZ [DEBTOR] or any variations or derivatives thereof or therefrom, in any form [See UCC-1 Filing(s)].

Secured Party is Holder-In-Due-Course by recorded Security Agreement, and **holds a Superior Priority Claim** over FRANCISCO GARIBALDO PEREZ [DEBTOR], in any form.

Secured Party is the recorded owner and principal Party-In-Interest of the Trade Name(s) FRANCISCO GARIBALDO PEREZ [DEBTOR] or **any variations** thereof or therefrom, in any form.

Secured Party is the record owner and principal Party-In-Interest of the following entitled document(s) and related County Klegberg, Kingsville, Texas, Cause No: 05-CRF-0070; "STATE OF TEXAS V. FRANCISCO GARIBALDO PEREZ" [SEE FILED UCC-1 STATEMENT AND JUDGEMENT SENTENCING].

STATE OF ISSUES

1. Petitioner tendered payment and a private administrative remedy to the named Respondent pursuant to the Administrative Procedures Act, which were served upon Respondent by an impartial third party witness, requesting that cause no: 05-CRF-0070 be set off, settled and closed, and the Respondent obtained a court order for his/her release from custody and all conditions of supervision released, as the matter had been discharged; and in the alternative, upon the Respondent's failure to do so, the Petitioner requested the Respondent to provide proof of claim of the court's subject matter jurisdiction for the official record.
2. Petitioner filed in the commercial registry (UCC file # 40000153198667) under Initial Financing Statement and Trust # 40000153198667, filed at the Florida Secretary of State Office a LEGAL NOTICE AND DEMAND where the State of Arkansas and its Representatives/Agencies/Agents agreed "... the undersigned Secured Party is **not** a citizen within; surety for; subject of; and does not owe allegiance, fealty, bond, undertaking, obligation, duty, tax, impost, or tribute to Including the "STATE OF TEXAS" by whatever name it may currently be known or hereafter named (exclusively of the "State of Texas," i.e. "Republic of Texas") and the like. **Now having been filed nunc pro tunc and made a matter of public record.**"
3. Respondent(s) agree that his/her default, which was by his choice, would comprise his/her agreement with all the terms of this trust contract and his waiver of all rights of recourse, appeal, objection, protest, claim, or controversy having had opportunity and failed to plead.
4. Since the above matters have been agreed upon, and the conditions of the contract have been stipulated, **there is no longer a controversy before the court.** The above mentioned stayed in tacit admission throughout **all** Notices.

NOTICE OF VOID JUDGMENT

1. In anticipation of the respondent's objections, which he/she has waived the right to bring up, petitioner conditionally accepts the respondent's failure to credit the defendant's account and obtain an order for his/her release UPON PROOF OF CLAIM that the tender of the payment did not discharge the obligation pursuant to law, and proof of claim that his/her failure to timely point out a defect in the instruments does not lawfully serve as a waiver for the right to do so now.

2. In anticipation of the respondent's objections, which he/she has waived the right to bring up. Petitioner conditionally accepts the respondents claim that he/she did not contract with the Petitioner upon proof of claim that pursuant to laws of contract Petitioner did not have the right to reasonable reliance upon the respondents apparent intent as portrayed by his conduct, and UPON PROOF OF CLAIM that in deciding whether a person agreed to a contract, the law DOES NOT gage intent objectively, that is, it DOES NOT evaluate the person's overt acts, words and conduct to decide whether they reasonably signified an intent to enter the transaction.
3. Upon anticipation of the respondents objections, which he/she has waived the right to make, the petitioner conditionally accepts respondents claim that he/she had no obligation to rebut any of the allegations presented to him/her, UPON PROOF OF CLAIM of the following:
 - a) That a void judgment cannot be challenged at any time;
 - b) That a void judgment cannot be challenged collaterally via a private administrative process;
 - c) That it is NOT the prosecutors duty and obligation to provide ALL the facts that establish the courts jurisdiction, and place them upon the record – even in a collateral attack against jurisdiction; and
 - d) That the Respondent DOES NOT have an oath of office to uphold the constitutions, which includes due process of law and equal protection under the law; and that his oath does not require him/her to correct any constitutional and due process violations.

In order for any government agency, subsidiary, or law to be applied to an individual American Citizen, it must be provided or assumed that the government has jurisdiction in the matter over that particular individual for that time. Specifically, before an individual can be charged and convicted with a crime, the government official or agency must prove subject-matter jurisdiction.

The Court must be one of competent jurisdiction. To have valid due process, the tribunal must be a creature of its constitution, in accord with the law of its creation, i.e. (article III judge). Without the limiting factor of a court of competent jurisdiction, all citizens would be in jeopardy of loss of liberty being imposed at any bureaucrat's within. It is conceivable that the procedure could devolve to one in which the accuser, the trier of facts, and the executioner would be one in the same.

All government actors operate in a fiduciary/trustee capacity in particular, and in specific, in a courtroom situation, the case itself is a trust. The prosecutor is the executor/trustee of the trust; named the defendant, which is always a fictional entity name in all capital letters, is the trust itself. The only courts which the public has access to today are legislative/administrative courts, which enforce codes and statutes that only apply to corporations or other fictional entities, because the Sovereign (the people upon whom the sovereignty rest in this nation), are not named in the codes, and therefore, are not subject to the codes. **These Courts have no jurisdiction over living men.** When the judge and the prosecutor use deceit and trickery to cause the living man to believe he is actually the defendant, **those public officials breached their fiduciary duties, and breached their contract (oath of office) with the public, and are subject to legal actions.**

JURISDICTION

Jurisdiction, once challenged, is to be proven, not by the Courts, but **by the party attempting and/or has asserted jurisdiction.** The burden of proof of jurisdiction lies within the asserter. The State/Courts Representative Carlos Valdez and/or his/her successor] has had time and two (2) different chances to respond, but has gone silent and thus refusing to answer the CAVF stating violation(s) of accused [See Exhibit's A-C].

Any "... departure by a court from those recognized and established requirements of law however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction," **Wuest v Wuest, 127 P2d 934, 937.** Furthermore, there is a clear distinction **between an individual and a corporation,** and that the former has the right to stand upon his constitutional rights as a citizen. He/she is entitled to carry his/her private business in his/her own way. His/her power to contract is unlimited. He/she owes no duty to the State, since he/she receives nothing therefrom, beyond the protection of his life and property. His/her rights are such as exists by the law of the land long antecedent to the organization of the State, and can only be taken away from him/her.

Therefore, and before you try, it is **outside of any courts discretion to lay claim as to any rule 12(b)(6) "Failure to State a Claim to which relief can be granted"** decision as said decision would, in fact, be outside the jurisdiction of any court. **"Court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have authority to decide that question in the first instance"** [Rescue Army v Municipal Court of Los Angeles, 171 P2d 8; 331 US 549; 91 L. Ed. 1666, 67 S. Ct. 1409].

RESCIND OF SIGNATURES

Beneficiary, Francisco-Garibaldo:Perez© hereby revokes, rescinds and cancels ANY AND ALL signatures, and cancels any and all silent or assumed powers of attorney of any parties, known or unknown contracts conferring trusteeship causing the Beneficiary to be placed as a trustee to the Trust. Beneficiary has given unto the Administrative Trustees POWER OF ATTORNEY OF LIMITED FIDUCIARY DUTY of that political subdivisions office, such power of attorney is only limited "TO" when such claims or allegations are made against the trust for an injury.

APPOINTMENT OF TRUSTEE

NOTICE OF FIDUCIARY TRUSTEESHIP DUTY

LIMITED FIDUCIARY TRUSTEESHIP CONTRACT

This appointment cannot be rejected because appointees are already trustees; this is just a formality.

I, Francisco-Garibaldo:Perez©, as Grantor and Sole Beneficiary of the FRANCISCO GARIBALDO PEREZ©, *Cestui Que Vie Trust*, a documented vessel under United States registry, otherwise described as FRANCISCO GARIBALDO PEREZ©, or any alphabetical or numerical variation thereof, a.k.a. (Debtor), make the following declarations.

Beneficiary hereby revokes, rescinds and cancels any and all signatures, and cancels any and all silent or assumed powers of attorney of any parties, known or unknown contracts conferring trusteeship causing the Beneficiary to be placed as a trustee to the Trust. Beneficiary has given unto the Administrative Trustees POWER OF ATTORNEY OF LIMITED FIDUCIARY TRUSTEESHIP DUTY of that political subdivision as they have assumed the title of sovereign to hold that political subdivision office. Such power of attorney is limited "To" when such claims or allegations are made against the trust for an injury.

All government representatives/actors operate in a fiduciary/trustee capacity in particular, and in specific, in a courtroom situation, the court case itself is a trust. The prosecutor/District Attorney is the executor/trustee of the trust; the named defendant, which is always a fictional entity named in all CAPITAL LETTERS, is the trust itself. The living man is the grantor/sole beneficiary of the all capital letter fictional entity/trust. The only courts which the public has access to today are legislative/administrative courts which enforce codes and statutes, which codes and statutes only apply to corporations or other fictional entities, because the Sovereigns (the people upon whom Sovereignty rests in this nation) are not named in the codes and statutes, and therefore, are not subject to them. **These courts have no jurisdiction over the living man.** When the judge and the prosecutor use deceit and trickery to cause the Living Man to believe he is actually the defendant, **those public officers have breached their fiduciary duties, and breached their contract with the public, and are subject to legal action without any form of immunity.** Upon entry of public office the public officers named or otherwise identified herein agreed to such contract under TITLE 28>PART V>CHAPTER 115>§1746. **Unknown declarations under penalty of perjury**, USAM TITLE 9 Criminal Resource Manual 1760 Perjury Cases & Title 22 CFR FOREIGN RELATIONS 92.18 Oaths and Affirmations defined. Once trustees assume the

duty to public offices they now become a trustee and accepted limited trusteeship to the people of that National State. As there is a Quasi Contract/Constructive Contract to hold that public office in good faith, said trustees need not to be notified or reminded of their Quasi Contract/Constructive Contract obligation when called upon by the Beneficiary to step into such trusteeship in behalf of the Beneficiary as it would be one from their Administrative Offices that would cause said Trust to be called into question. Any refusal of any Administrative Trustee to accept limited Trusteeship over said Trust upon the request of the Beneficiary would cancel any and all claims or allegations of perjury made by any administrative party.

If for any reason a Licensed Practitioner, whether named or unnamed herein, is required to represent the Beneficiary, said Practitioner takes on the role of Trusteeship and therefore takes on full responsibility of debt and liability of such actions, releasing the Beneficiary of any and all claims and damages. Said Practitioner also is required to come under TITLE 28>PART V>CHAPTER 115>§1746. Unsworn declarations under penalty of perjury. USAM TITLE 9 Criminal Resource Manual 1760 Perjury Cases & Title 22 CFR FOREIGN RELATIONS 92.18 Oaths and Affirmations defined, upon entry of said public service to the court.

Although the persons identified herein already hold a fiduciary trusteeship, I find it necessary to point this out to them because they have heretofore ignored their lawful fiduciary duties, and are Acting/have Acted in blatant disregard of those duties. Therefore, I, Francisco-Garbaldo of the Perez Beneficiary, do hereby **appoint the Representative THE STATE OF TEXAS and/or his successor(s), as the principal Fiduciary Trustee, as well as any of his/her assistants,** as co-Trustee for any judicial or administrative matter in which the FRANCISCO GARIBALDO PEREZ *Cestui Que Vie Trust* may be involved, past, present and future, and specifically for the "Cause No: 05-CRF-0070", and I specifically appoint the Co-Trustee(s) to settle and close the matter of any and all bonds, warrants, securities, hypothecations and related Instruments, (hereinafter Accounts/Cases) to date of inception, zeroing the account. Whereas, said fiduciary trustees responsibilities are to exercise scrupulous good faith and candor towards, and for the benefit and behalf of FRANCISCO GARIBALDO PEREZ.

Grantor and Sole Beneficiary of the FRANCISCO GARIBALDO PEREZ *Censui Que Vie Trust*, the exclusive and limited purpose of accepting and receiving all liabilities, accepting and receiving all service of process and other documents, instruments, bonds or other important papers, to appear and discharge, settle and close all matters material to said Trust, the same shall be by order of FRANCISCO GARIBALDO PEREZ.

Grantor and Sole Beneficiary of the FRANCISCO GARIBALDO PEREZ *Cestui Que Vie Trust*, or other delegated appointee of FRANCISCO GARIBALDO PEREZ, including assignments for

or on behalf of the principal Secured Party Name, and to do all other acts requisite to faithfully execute said appointment, fully, faithfully, specifically under this appointment.

The trustees assume all responsibility of any debt and liability for said Trust. Said Trustees assume all contractual agreements when the Trust comes into question by one of their Administrative Officers who would make claims or allegations of an injury caused by such Trust. Said Trustees assume full responsibility of debt and liabilities of all hidden power of attorney agreement(s) created from the certificate of Birth or by any other account number given to such Trust by the FEDERAL UNITED STATES as a contract that would be given to that of a UNITED STATES citizen.

Carlos Valdez and/or his/her successors, as Fiduciary Heir, speculation with Trust funds is prohibited in the doctrine of Fiduciary obligation and thereby presents firm guide to you. The pre-emergence characteristic of speculating, by assuming use of public debt, is a breach of the public trust. In my Acceptance of Public Office of said Respondent(s) STATE OF TEXAS Cause No: 05-CRF-0070 (accounts), which has been given value and are Exempt from Levy. **I request adjustment to the accounts to zero and the release of all proceeds, products, accounts, any/all fixtures and/or instruments, bonds and order them to be sent to the Secured Party. In that, no one is registered in the local chamber/community to operate against this flesh and blood human in commerce.**

As the administer of the criminal bonds, you know that all interactions between people (persons) are commercial undertaking based on on Commercial law (contracts), to include any legal proceedings. With this in mind, even any type of legal action, which the corporate individual Prosecutors name, and/or his/her Successors, causing the action or sign the order of cause(s), must register their claim(s) in the Commercial Registry, or said individual using an assumed tax exemption of the **CORPORATE DEBTOR, FRANCISCO GARIBALDO PEREZ, that is named as the defendant thereby causing fraud.**

CAVEAT

Carlos Valdez, and/or his/her successors, in his/her individual capacity as well as his/her appointed capacity has had every opportunity to respond to the Proof of Claim instrument(s) that were addressed and sent to him/her by Certified Mail, [See Exhibits]. For the Court Record, Carlos Valdez, and/or his/her successors, must comply with the Proof of Claim answering each question that has been presented by Affidavit Form and sent back to the Court.

The verified petition set forth certain fact(s), made inquiries, and provided proposed answer to the inquiries for the official record. Petitioner provided notices to the Respondent(s) that any

failure to answer would be accepted to assent to all claimed facts and answers to inquiries, STARE DECISIS, by Tacit Procuration. As of operation of Law, Respondent(s) are in DEFAULT, admit fault, and assent to all verified claims and answers to injuries provided in Petitioners Petition by tacit procuration. The Collateral being held in trust, in the Department of Corrections shall be released based on the facts and upon the evidence that has been obtained, for the use of and to obtain the Order for Release by the State entities that shall be utilized to assure the release of said collateral, as the court has no jurisdiction over the living human flesh and blood. **If release of property is not agreed to within 72 Hours [Regulation Z grace] then a hearing to appoint the Trustee doing business as Prosecutors name and/or his/her successor(s) but not limited to appointment of any/all judge(s), Agent(s) or Appointed Counsel(s) as Co-Trustee.** From the time Carlos Valdez and/or his/her successors and Appointed Judge(s) accepted membership to the STATE BAR OF TEXAS, his/her citizenship is voided accepting the "honour" incapable of holding any office and/or trust for profit. Having Sworn an Oath to a foreign power, their lawful status is that of Alien(s) as articulated in Title 8 U.S.C.A. Sec. 1101 (a)(3). It has been confirmed by the people in Congress that the officials are hiding behind their FOREIGN SOVEREIGN IMMUNITY ACT. This can be validated under **RULE 4 J of the Federal Rules of Civil Procedures that ALL OF THE OFFICIALS IN THIS COUNTRY ARE ACTING UNDER A FOREIGN STATE. THEY ARE OPERATING OUTSIDE THE JURISDICTION OF THE UNITED STATES. NO CITY OR COUNTY CAN HEAR ANY CASES DEALING WITH CORPORATIONS,** and then the lower courts have jurisdiction over we the people.

JUDICIAL NOTICE

Comes Now, the United States (hereinafter "Intervenor" ex relatione Francisco-Garibaldo:Perez©, Citizen of ONE OF the United States of America (hereinafter "Relator") and hereby seeks to place upon the record in this Court of his/her **Judicial Notice** in the above called/styled/titled civil action for reasons set out herein below, and shows the Court as follows: **ALL PARTIES ARE HEREBY NOTICED:**

Alleged Defendants in the above called/styled/titled civil action File # 05-CRF-0070 bring this **Judicial Notice** to cause the court **to take Judicial Notice** of the following:

Therefore, I, Francisco-Garibaldo of the Perez family Beneficiary, do hereby **appoint the STATE OF TEXAS Representative Carlos Valdez , and/or his/her successor(s) as the principal Fiduciary Trustee(s), as well as any of his assistants, as Co-Trustees for any judicial or administrative matter in which the FRANCISCO GARIBALDO PEREZ *Cestui Qui Vie Trust* may be involved, past, present and future, and specifically the Cause No: 05-CRF-0070, and I specifically appoint the Co-Trustee(s) to settle and close the matter of any**

and all bonds, warrants, securities, hypothecations and related instruments, (hereinafter **Accounts/Cases**) to date of inception, zeroing the account. Whereas, said fiduciary trustee(s) responsibilities are to exercise scrupulous good faith and candor towards, and for the benefit and on behalf FRANCISCO GARIBALDO PEREZ.

LEGAL NOTICE AND DEMAND

The Undersigned Secured Party, Francisco-Garibaldo:Perez©, is **NOT** and was **NEVER** a Citizen or Resident of any Corporate commercial STATE including Texas. From approximately 11/6/1974 to 8/23/2018, the undersigned Secured Party **did** live at the Texas Republic as his/her domicile. The Secured Party also **did** operate and conduct business as Texas Public as authorized representative at all times indemnified through the commercial vessel trust FRANCISCO GARIBALDO PEREZ; from approximately 11/6/1974 to 8/23/2018, until changing the legal domicile of said trust to Texas Republic at/around 8/3/2017.

There is an established distinction between the Texas Republic in contrary to the [corporate/commercial] Texas. There is an established distinction between Francisco-Garibaldo:Perez©, the living man in the Republic and not engaging in commerce, in contrary to the [Trust/vessel] FRANCISCO GARIBALDO PEREZ, a legal entity/contract trust entity.

The Secured Party, Francisco-Garibaldo:Perez© is **not** and **never** was a Strawman Vessel in Commerce, Corporate Fiction, Legal Entity, ens legit, or Transmitting Utility of, for, by, or to the Texas during those years from 11/6/1974 to 8/23/2018 nor at any other moment in time.

The Undersigned Secured Party hereby **revokes** all his/her signature(s), agreement(s), or assent from any/all actual, expressed, implied, constructive and/or presumed power-of-attorney contract(s) by any/all agents/officers/operatives/contractors/assignees or successors on, by, for, with, or on behalf of Texas. The Secured Party expressly waives and/all consent for, from, or to any/all contracts, for good cause for reason of: **fraud; lack of full disclosure, duress**. Therefore, the Undersigned hereby cancels and makes **VOID** any/all contracts with Texas nun pro tunc to 11/6/1992 which is the first date of his/her 18th birthday and the age of maturity to consent to any contract(s).

Secured Party, Francisco-Garibaldo:Perez©, hereby waives all benefits or privileges or any contracts with Texas of any kind; expressed, implied, actual, constructive, or adhesion-based contracts. **To Be Clear-** any contracts, benefits, or privileges of any kind were signed under duress and without full disclosure - any contracts whatsoever between the undersigned secured party and Texas are hereby **VOID FOR FRAUD**; and **are hereby NULL AND VOID**.

In addition, all of the Secured Party's statements, terms and conditions as so stated in the LEGAL NOTICE AND DEMAND constructive contract on public record with the SECRETARY OF STATE OF Florida as of 8/3/2017; are hereby incorporated and re-alleged as regards to Texas.

This is a public notice and a binding contract with the Texas as such; that the reservation of rights, fee schedule, and other terms in all 21 pages, attachments, and exhibits including Legal Notice and Demand, Attachment 'A' Definitions, Security Agreement, and Public Servant Questionnaire are hereby in fully incorporated as to Texas similar as so stated/alleged with regards to Texas, by this statement hereto. Texas agrees to same terms and fee schedules as substitute Texas for Texas.

Furthermore, this and all pertinent documentation has been filed as public record under necessity in the Commercial Registry of the State of Florida under filing number 40000153198667. This is notice and acceptance by Texas via the receipt of this mailing and subsequent official filing in the Secretary of State of Texas's public record filing registry as actual and constructive notice.

Therefore, this is notice and acceptance by Texas via the receipt of said mailing and subsequent official filing in the Secretary of State of Texas's public record filing registry as constructive notice(s) to Texas.

If a duly authorized representative of Texas has a position that this notice is in any way in error or disagree(s) with the statements made herein, there is a duty to reply to this notice with any/all concerns or rebuttals within 30 days or the statements made by the undersigned herein with all as fact prima facie.

Notice to Agent is Notice to Principle and Notice to Principle is Notice to Agent

FOR DEPOSIT¹ PURSUANT TO 48 Civil Federal Rules²

RELIEF SOUGHT & CONCLUSION

Devon Anderson, and/or his/her successors, representing the 105th District Court, Kleberg County Texas knowingly and willingly, allow the STATE OF TEXAS to proceed against the Secured Party, committing a malfeasance of justice, through negligence and/or inadvertence to secure and present the Proper Parties, e.g. "THE STATE OF TEXAS" serve proper service of process on presentment or indictment of a duly constituted Grand Jury, contrary to both State and

¹Black's Law Dictionary 8th edition page 471 "Deposit" 3.5 under civil law [Cases: Bailment 2 C.J.S. Bailments §§ 5, 14, 16-19]. Also [1 C.J.S. Bailment §§ 2-13,15,19.22-24,31].

Federal Constitutions. This Court did, in fact, "charge" FRANCISCO GARIBALDO PEREZ, a DEBTOR (hereinafter and in any context relating to any action "debtor"), a governmentally created fiction, existing for Commercial purposes only, existing in contemplation of Law, and non-existent. This Secured Party is the Holder-In-Due-Course and has established an un-rebuttable Superior Claim over that of the STATE OF TEXAS concerning the Debtor. Furthermore, the STATE OF TEXAS cannot state a claim against DEBTOR FRANCISCO GARIBALDO PEREZ

It is well within this COURT'S discretion to Order the following requests for relief:

1. That the 105th District Court, Kleberg County Texas, Cause No: 05-CRF-0070 be vacated for want/lack of Subject Matter Jurisdiction and Dismiss With Prejudice;
2. That the Secured Party, Francisco-Garibaldo:Perez© be DISCHARGED from the custody of any/all STATE OF TEXAS AGENCIES;
3. That Carlos Valdez and/or his/her successors, must prove and provide on the record that he/she had either jurisdiction or any Law that can supersede the Holder-In-Due-Course Priority Claim. If, Carlos Valdez, and/or his/her successors, state any Law, please have him/her for the record show any/all Certificates of Statutes related to those Laws he may use;
4. That Carlos Valdez, and/or his/her successors, must prove and provide said proof on the record that he/she or the Court had lawful jurisdiction over the Living Man/Secured Party Francisco-Garibaldo:Perez©
5. If Carlos Valdez, and/or his/her successors, cannot provide any of the above, Secured Party Francisco-Garibaldo:Perez© requests a Hearing to appoint Carlos Valdez and/or his/her successors, as Trustee(s) of FRANCISCO GARIBALDO PEREZ and the Secured Party Francisco-Garibaldo:Perez© be released/discharged from **any and all** obligations owed to the STATE OF TEXAS.

Executed by my own hand this 23, day of August, of the year 2018.

Francisco - Garibaldo: Perez

Francisco-Garibaldo:Perez©, In Propria Persona

Trade Name Owner, Holder-In-Due-Course

Secured Party Creditor Francisco-Garibaldo:Perez©

Certificate of Service

I, Francisco-Garibaldo:Perez©, have/has served the following via U.S. Mail as follows:

United States District Court

For the Southern District of Texas, Corpus Christi Division

Attn: Clerk

1133 N. Shoreline Blvd. Corpus

Christi, TX 78401

STATE OF TEXAS

D/B/A Carlos Valdez

P.O. Box 1471

Kingsville, TX 78364

On this 23 day of August of the year 2018.

Francisco-Garibaldo:Perez

Francisco-Garibaldo:Perez©

EXHIBIT "A"

CAFV CASE NO: 05-CRF-0070

CERTIFIED MAIL NO: [SEE ATTACHED]

Certified Mail Number: 7006 0810 0002 3526 2985

To:
Attn: J. Manuel Banales (or her successor)
D.B.A. 105th District Court Kleberg County, Texas

CLERKS OFFICE
Kleberg County Clerk's Office
700 East Kleberg Ave
Kingsville, Texas 78363

From:
Secured Party/Creditor
Francisco-Ganibaldo Perez
c/o PO Box 264
Bishop, Texas
[near 78343]
Non-Domestic / Non-Assumpsit

RE: CONDITIONAL ACCEPTANCE FOR VALUE (CAFV) – PRIVATE INDEPENDENT ADMINISTRATIVE PROCESS – ARTICLE 1 REDRESS OF GRIEVANCE UNDER THE NINTH AMENDMENT RESERVATION FOR THE RESOLUTION AND EQUITABLE SETTLEMENT UNDER NECESSITY. IN THE NATURE OF REQUEST FOR PROOF OF CLAIM/DISCOVERY.

Case/Associated Number: 05-CRF-0070 (hereinafter CAN)

NOTICE TO AGENT IS NOTICE TO PRINCIPLE
NOTICE TO PRINCIPLE IS NOTICE TO AGENT

Dear J. Manuel Banales (or his/her successor)– or current chief judge hereinafter Respondent,

I am in receipt of the judgment/presentment/offer imposed under CAN and I agree to abide by the stipulations thereof upon your providing PROOF OF CLAIMS in the Nature of Discovery (evidence), exhausting my private administrative remedy from your office. Therefore, I seek PROOF OF CLAIM in regards to CAN, and/or that the charging instrument the 105th District Court Kleberg County, Texas/actors/agents used was lawful, proper and/or constitutional, so that I can determine whether the 105th District Court Kleberg County, Texas/actors/agents who handled CAN and or others within the same venue of this Action/Office, and/ 105th District Court Kleberg County, Texas at the time that CAN was processed/prosecuted, did not commit constitutional impermissible application of the statute(s), law(s), code(s), Regulation(s) or the like, in the matter.

Therefore, Respondent, as you are the current Chief Judge, and ultimately responsible for my current or past action conducted by the 105th District Court Kleberg County, Texas, I am bringing this matter to you in your Official capacity as the 105th District Court Kleberg County, Texas Chief Judge.

I also request a True and Correct copy of your Oath of Office, surety, performance bond and/or blanket bond with the name and address of the insurer, the bond number, public and private pledges or otherwise to indemnify the undersigned as to any injuries and violations against the secured Right(s), Title(s) or interest(s) of the Undersigned.

I wish to resolve this matter as soon as possible; however, I can only do so conditioned upon your providing the following PROOF OF CLAIM as set out below to wit:

- 1) PROOF OF CLAIM: That the Constitution of the United States and the State of Texas operate upon the Undersigned. (Violation of 18 of United States Code [U.S.C.], Sections [Sec.] 1001 and 1018; (2) violations @ \$250,00.00 per violation)..

- 2) PROOF OF CLAIM: That the Undersigned is a "PARTY TO" Named Therein and/or is a Signatory to the "SOCIAL COMPACTS" known as the UNITED STATES and State of Texas Constitution.

"No private person has the right to complain by suit in court, on the grounds of a breach of the Constitution. The Constitution it is true, is a compact, but he is not a party to it. The States are party to it." PADDLEFORD FAY & CO. V. THE MAYOR AND ALDERMAN, CITY OF SAVANNAH, 14TH GA. 438, 520, 211 U.S. 78 (1854)."

- 3) PROOF OF CLAIM: That the undersigned is "NAMED THEREIN" any Statute(s), Law(s), Codes(s) and the like. (See: THE PEOPLE V. HERKIMER, GENTLEMEN, ONE, AND COMPANY, 4 COWEN 345, 1825 N.Y. LEXIS 80). (Violation of 18 of U.S.C., Sec. 241, 242, 1001, and 1621; (4) violations @\$250,000.00 per violation).

- 4) PROOF OF CLAIM: That the United States and the State of Texas Corporate Statutes, Laws, Codes, and the like, operate upon the Undersigned. (Violation of 18 U.S.C., 1001 (1); @\$250,000.00 per violation).

- 5) PROOF OF CLAIM: Of the "LIABILITY" of the Undersigned to the Statutes, Laws, Codes, and the like of the Corporate Government of the United States and the State of Texas. (Violation of 18 of U.S.C., Sec. 241, 242, and 1001; (3) violations @\$250,000.00 per violation).

- 6) PROOF OF CLAIM: That the Undersigned is a "PARTY TO: Named Therein and/or is a Signatory to any Valid/Lawful Contract and/or Agreement, duly Notarized along with a copy of the Notary Log to the Federal Corporate Government and/or any of the Sub-Agencies/Corporations, i.e. the State of Texas, or your agency. (Violation of 18 of U.S.C., Sec. 1001; (1) violation @\$250,000.00).

- 7) PROOF OF CLAIM: That a Corporation such as the United States and the State of Texas, can attain parity with a sentient, living, breathing, flesh-and-blood man such as the Undersigned.

"there every man is independent of all laws except those prescribed by nature. He is not bound by any institutions formed by his fellow man without his consent." CRUDEN V. NEAL, 2 N.C. 338, 2 S.E. 70 (1796).

- 8) PROOF OF CLAIM: That "WE THE PEOPLE" as cited in the Constitution of the United States and the State of Texas, as well as cited in the enactment clause of the Statutes, Laws, Codes, and the like referring to the flesh-and-blood men and women of the United States of America and the Texas Republic, and not the "Popular Leaders who in all ages have called themselves, "THE PEOPLE". (Violation of 18 of U.S.C., Sec. 1001; Title 42 of U.S.C., Sec. 1986; (2) violations @\$250,000.00 per violation).

- 9) PROOF OF CLAIM: That the people of the State of Texas, i.e. the flesh-and-blood men and women of the Texas Republic were present at the commencement and through the entire proceedings held under CAN. (Violation of 18 U.S.C., Sec. 241, 242, 872, 1001, 1621, 1622, and 2384; (6) violations @\$250,000.00 per violation).

- 10) PROOF OF CLAIM: That the "Conduct of the Judge and Prosecutor on behalf of the People by the 105th District Court Kleberg County, Texas as directed by Executive Act", did not in fact act on behalf of the Corporate State of Texas, rather than on behalf of the flesh-and-blood men and women of the Texas Republic, and that it also was not a violation of the "SEPARATION OF POWERS CLAUSES" of the United States and the State of Texas Constitutions. (See: PEOPLE EX REL LEONARD V. PAPP, 192 N.W. 2D 693, 383 MICH. 627 (1972). (Violation of 18 of U.S.C., Sec. 241, 242, 1001, 1621, and 1951; (5) violations @ \$250,000.00 per violation).
 - 11) PROOF OF CLAIM: That the Undersigned is a resident (Belonging To) the State of Texas Corporation, and/or the United States Corporation, or any sub-division/instrumentality thereof, i.e. does the Undersigned reside within a faction, a construct of law, an abstraction.
 - 12) PROOF OF CLAIM: That there is a clause within the Constitution of the corporate State of Texas, and/or the corporate United States, that subject a Private Man (Sovereign and Retaining His/her Jurisdiction and Venue Within Themselves) to the Statutory Jurisdiction thereof. (Violation of 18 of U.S.C., Sec. 1001 and 1951; (2) violations @ \$250,000.00 per violation).
 - 13) PROOF OF CLAIM: That the United States and the State of Texas by becoming a Corporation "DID NOT" lay down their sovereignty and take on the character of a Private Citizen, and/or a Corporate Charter. (See: THE BANK OF THE UNITED STATES V. PLANTERS BANK GEORGIA, 9 WHEAT 244; U.S. V. BURR 309 U.S. 242). (Violation of 18 U.S.C. 1001; 28 U.S.C. 3002; (2) violations @ \$250,000.00 per violation).
 - 14) PROOF OF CLAIM: That the Judge and Prosecutor under CAN had taken and filed with the State of Texas, Secretary of State (The Record Keep), an Oath of Office Stating that he/she would defend and uphold the Constitution of the United States and the State of Texas. (Violation of 5 U.S.C... 3331; Title 18 U.S.C., Sec. 1101(a)(3) and 3331; (3) violations @ \$250,000.00 per violation).
 - 15) PROOF OF CLAIM: That the Undersigned's rights did not exist before the origination (creation) of the State of Texas and/or the United States (See: HALE V. HENKLE, 201 U.S. 43 AT PAGE 74 (1906)). (Violation of 18 U.S.C., Sec. 1001; (1) violation is \$250,000.00).
 - 16) PROOF OF CLAIM: That the United States Federal and the State of Texas Corporations, along with all Corporate City, County, and Township sub-divisions thereof are not operating under the National Bankruptcy as declared in 1933, which was a re-iteration of the bankruptcy declared in dating back to 1861 and prior. (See: SENATE REPORT NUMBER: 93-549, DATED NOVEMBER 19, 1973, 93RD CONGRESS 1ST SESSION AT PAGE 1 PAR. 1 AT PAGES 187 & 549; EXECUTIVE ORDER 6073, 6102 6111 & 6260; THE TRADING WITH THE ENEMY ACT, 65TH CONGRESS, SESSION 1, CHAPTERS 105 & 106, OCTOBER 6, 1917, AND AS CODIFIED AT 12 U.S.C.A. 95(a); THE 1950 BANKRUPTCY DECLARATION AND REORGANIZATION PLAN
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NUMBER: 26. 5 U.S.C.A. 903, Public Law 94-564, AND THE LEGISLATIVE HISTORY THEREOF AT PAGE 5967 STATING, IN PART THAT "THE SECRETARY OF THE TREASURY WAS APPOINTED AS THE RECEIVER IN THE BANKRUPTCY". (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, and 1951; Title 42 U.S.C., Sec. 1986; (6) violations @ \$250,000.00 per violation).

- 17) PROOF OF CLAIM: That the United States and the State of Texas are not Insolvent and Dissolved of all Authority and Official Capacity, Acting In Name Only, due to the contrived National Bankruptcy, also known as National Emergencies and Reorganizations. (See: CONGRESSIONAL RECORD VOLUME 33, 1933, CHAPTER 11 REORGANIZATIONS OF THE UNITED STATES; 26 I.R.C. 165(g) (1); WESTFALL V. BRADLEY 10 OHIO 188; ADAMS V. RICHARDSON, 337 S.W. 2D. 911; AND WARD V. SMITH, 7 WALL. 447, AMONG OTHER REFERENCES). (Violation of 18 U.S.C., Sec. 241, 242, 1001, and 1621; (4) violations @ \$250,000.00 per violation).
- 18) PROOF OF CLAIM: That the Government of the 50 States, did not and still do not pledge the Faith and Credit thereof, i.e. the sweat and blood (assets) of the American flesh-and-blood men and women, including the Undersigned, as Sureties to aid National Emergency Contrivances, via the valuable Instruments known as Birth Certificates (See: Any newly issued Birth Certificate whereon it states: This is a very valuable instrument) as Collateral and that the State of Texas and the United States Governments being incorporated, did not create a Corporate Designation from the distinctive application, as written on the Birth Certificate in the name of the Undersigned, and thus, make the Undersigned, as well as all other American flesh-and-blood men and women, a surety and Accommodation Party for such Corporate Entity, i.e. Ens Legis, Cest Cue Trust, Strawman, Juristic Person, Federal Employee, as well as numerous other Definitive terms referring to such (See: CONGRESSIONAL RECORD MEETING OF THE GOVERNOR MAY, 1933, AND THE BOOK OF THE STATES, VOL. 50). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, and 1951; (5) violation @ \$250,000.00 per violation).
- 19) PROOF OF CLAIM: That the "Charge(s)" in this case was laid upon the "Private Man" i.e. Francisco-Garibaldo: Perez and not upon a "CORPORATE FICTION", such as FRANCISCO GARIBALDO PEREZ, or any/all derivative and variations in the spelling of said name except for Francisco-Garibaldo: Perez and the liability imposed there from onto the "PRIVATE MAN" as though there was/is some Contract, Agreement, and the like wherein the "PRIVATE MAN" consented/agreed to be a Surety and Accommodation Party for a "CORPORATE FICTION", for in Actuality, that would be the only way that a Bankrupt, Insolvent, and Incorporated Government, such as the State of Texas or the United States, including, without any limitations the Courts, Collectively, could Fraudulently do such a Seditious Act. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, and 1951; (5) violations @ \$250,000.00 per violation).
- 20) PROOF OF CLAIM: That the Judge and Prosecutor, at the time of the entire proceeding under CAN had an Indemnity Bond posted to indemnify their actions as to any injury that may have befallen the Undersigned. (Violation of 18 U.S.C., Sec. 241, 242, 872, 1001, 1621, 1622, and 1951; (7) violations @ \$250,000.00 per violation).

- 21) PROOF OF CLAIM: That the Judge and Prosecutor were not enforcing the National Bankruptcy/National Emergency Contrivances, upon the Undersigned, via the Criminal CHARGE(s) and Sentence. (Violation of 18 U.S.C., Sec. 241, 242, 1001(six fold(6x), 1951, 1961(a)(b), and 1964; (12) violations @ \$250,000.00 per violation).
- 22) PROOF OF CLAIM: That all Crimes/Court Actions are not commercial as stated in part, within section 72.11 of Title 27 of the Code of Federal Regulations (CFR). (Violation of 18 U.S.C., Sec. 1001; (1) violation @ \$250,000.00).
- 23) PROOF OF CLAIM: That the Judge and Prosecutor, acting on behalf of 105th District Court Kleberg County, Texas, the Corporate State of Texas and the United States Federal Corporation, did not know that what they were doing under CAN, was Beyond the Scope of their Corporate Charter, and that they did not have the Authority to violate the Good Faith, Commercial Law, Contract Law, and Securities Law, in binding the Undersigned to an Undischargeable contract to Incapacitate him or his rights. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations £ \$250,000.00 per violation).

"A contract made by a corporation beyond the scope of its corporate power is Unlawful and VOID. MCCORMICK V. MARKET NATIONAL BANK, 165 U.S. 538.

- 24) PROOF OF CLAIM: That the Court that adjudicated the case under CAN was a "COURT OF CONSTITUTIONS DUE PROCESS", and not an "ADMINISTRATIVE TRIBUNAL" administering the National Bankruptcy per the case. (Violation of 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).
- 25) PROOF OF CLAIM: That the Bar Association is not a British Organization and/or a Controlled Association, that is an offshoot of the London Lawyers Guild, thus a Foreign Principle would be controlling the Courts and Government Agencies associated therewith, as well as All Judges, Attorneys, Agents, Officers, and the like thereof. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations g \$250,000.00 per violation).
- 26) PROOF OF CLAIM: That the Judge and Prosecutor as well as ALL Members of the Bar, have not forfeited their United States Citizenship by becoming a member of the Bar, in accordance with automatic operation of Law, under Self-Executing, provisions of the 13th Article of the Organic Constitution for the united States of America (1787), as well as duly proposed at the Second Session of the 11th Congress and Ratified in 1820. (See: U.S.C.A. TITLE 22 §§ 611-619; RABINOWITZ V. KENNEDY, 376 U.S. 605, 84 S. CT. (1964); U.S.C.A. TITLE 18 §§ 219 & 951; M.C.L. 750.218 § 1(b)(c) and 4(a), AMONG OTHER REFERENCES TO FOREIGN REGISTRATION STATEMENTS HAVING TO BE FILED WITH THE Secretary of State, IN ORDER TO BE IN

THIS COUNTRY, REPRESENTING A FOREIGN PRINCIPLE OR POWER. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1101(A), 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (12) violations @ \$250,000.00 per violation).

27) PROOF OF CLAIM: That within CAN that the Judgment was not "COMMERCIAL PAPER" and was not deposited into a bank or converted into an item of Deposit for the commercial benefit to the Judge and Prosecutor, (Court), County, State of Texas, The united States, and or the World Bank. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations \$250,000.00 per violation).

28) PROOF OF CLAIM: That the organic/De Jure Constitution for the Texas Republic, and the Organic/De Jure Constitution for the united States of America, and the State of Texas and the United States are operating under the same. (Violation of 18 U.S.C., Sec. 1001(1) violation e\$250,000.00).

29) PROOF OF CLAIM: That if the Judge and Prosecutor under CAN as well as ALL of the State of Texas and the United States Government Employees, Agents, Officers, Attorneys, Judges and the like (Hereinafter referred to as PERSONNEL), were/are Operating Under, i.e. Defending and Upholding the Organic/De Jure Constitution for the Texas Republic and the united States of America (1787), and not a Corporate Charter, and if the State of Texas and the United States are actually Free Enterprise Republics, then would not the Judge and Prosecutor under CAN, as well as all the Attorneys and Judges, to this day, have or had a License to Practice Law as mandated by the Texas De jure Constitution; People Ex Rel Hughes V. May, 3 Mich. 598 (1855)' Operating Procedures as the Attorney General: 194747, No. 803, Page 741, among other authorities, and in order to be or have been Doing Business As a Judge or Prosecutor, and in their Individual, Private Capacity, under a De Jure Constitutional Republic, and such a license would be or have been issued by a duly constitution, Free Enterprise, Texas Republic, Board of Law Examiners within the Department of Licensing and Regulations, where all Professional Licenses are issued, and such a Board would have been established by the Legislature, as authorized/mandated by Texas Constitution of 1963, Article 4 § 1, as it is the Legislature which must give force to the licensing mandate of Article 6 § 14 of the Texas Constitution of 1963, (See: THE LEGISLATIVE RECORDS OF FEBRUARY 3, 1969, HOUSE OF REPRESENTATIVE BILLS: 2115 & 2116 WHEREIN SUCH A FREE ENTERPRISE 'LICENSING BOARD' WAS SOUGHT, BUT DENIED). (Violation of 18 U.S.C., Sec. 241, 242, 100, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).

30) PROOF OF CLAIM: That in keeping with the presumption of Operating Under, i.e. Defending and Upholding the Organic/De Jure Constitutions for the Texas Republic and the united States of America (1787), and this being a Free Enterprise Republic, as referenced in PROOF OF CLAIM: 28 and 29, if the only License to Practice Law a Judge and Prosecutor need is to be on the Docket Roll of the Supreme Court, coupled with being a Member of the Bar Association, and as such they are deemed by the Bar (British Accreditation Regency) as an "OFFICER OF THE COURT" (See: M.C.L. 600.901; IN RE LORD, 97 N.W. 2D 255, 287; 7 CORPUS JURIS SECUNDUM § 4, AMONG OTHER AUTHORITIES), would not such a Title of Nobility be in violation of the "NO TITLES OF NOBILITY CLAUSE," Article 1 § 9, Clause 8 and Article 1 § 10, Clause 1 of the Federal Constitution of the

United States of America Inc. (1845), and Would Not such a way of Licensing A Legal Profession, create a Monopoly, i.e. "RULING CLASS" IN Violation of Article 4 § 4 of the De Jure/Organic Constitution for the united States of America (1787). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).

31) PROOF OF CLAIM: That under the "BAR RULES", All Judges such as the one that presided over CAN, would have to be a Bar Attorney before he could become a Judge and is this not a Violation of Article 4 § 4 of the Constitution of the united States of America (1787). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations § \$250,000.00 per violation).

32) PROOF OF CLAIM: That under their "NOBLE STATUS" within the ancient fellowship known as the "BAR" that the Judges and Prosecutor for CAN, as well as all "BAR" Judges and Attorneys, operating under monopolized, "RULING CLASS", are actually operating under competing and conflicting interests, another fact ruled as being unconstitutional by fellow Bar Judges. (See: Culver V. Sullivan, 446 U.S. 335, 350, 100 s. ct. 1708 (1980); Glasser V. U.S. 315 U.S. 60, 62, s.ct. 457 among other authorities). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1101(a)(3), 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (12) violations @ \$250,000.00 per violation).

33) PROOF OF CLAIM: That all the "VIOLATIONS" of the De Jure/Organic Constitution of the Texas Republic and the united States of America (1787), in order to usurp an Official/Seat in the Government/Judiciary, including the ones which were held by the Judge and Prosecutor for CAN, as well as by all other Government Officials/ Employees, whom have supposedly sworn "Oath of Affirmation to Uphold and Defend: the De Jure/Organic Constitution for the Texas Republic and the united States of America (1787, as Mandated by M.C.L. 15.151 et. Seq. and U.S.C.A. Title 4, Section 101 & 102 et. Seq., does not render them void, and that any usurped authority of jurisdiction as well as any Decrees, Orders, Judgments, and the like issued/imposed therefrom are not also void, as decided by "Fellow Brother and Sister Bar Judges," e.g. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).

"If a Court is without authority, its judgment and orders are regarded as nullities. They are "VOID", and from no bar to a recovery sought, even prior to reversal in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered in law as trespassers." (See: Elliot V. pierol, 1 pet. 328,340; 26 u.s. 328 340 (1828)).

34) PROOF OF CLAIM: That if the Court has "NO AUTHORITY or JURISDICTION" over the Undersigned or over CAN, via each of the violations of the De Jure/Organic Constitutions for the Texas Republic and 1) the united States of America (1787) as well as Federal Constitution on the United States of America Inc. (1846), that the Judge and Prosecutor, as well as all whom have advised and acted with them, to commit the moral wrongs of "UNLAWFUL INCAPACITATION" of the Undersigned, thus having the liability of insuring that what the Judge and Prosecutor did by incapacitating the Undersigned within their supposed jurisdiction, was "LAWFUL and CONSTITUTIONAL," and if left

unchecked, would be the same as making a statement for the Record via, this (CAFV), that every flesh-and-blood man and women in this country is just susceptible to the "MORAL WRONGS," that have been perpetrated upon the Undersigned.

"Whenever a Judge or Attorney acts where he/she does not have jurisdiction, the Judge and Attorney are engaged in an act or acts of Treason, and any Judge or Attorney who does not reject the Judge and Attorney for "TREASON" as required by law may themselves be guilty of Misprision of Treason." COHEN V. VIRGINIA, 19 U.S. (6 WHEAT) 264, 404; 5 L.ED. 257 (1821); AND REAFFIRMED UNDER U.S. V. WILL 449 U.S. 200, 216; 101 S. CT. 471; 66 L. ED. 2D. 392, 406 (1980). (See: also 18 U.S.C.A. 2382 - MISPRISION OF TREASON; AND 18 U.S.C.A. 2, 3 AND 4 - MAKING SUCH NON-REPORTING JUDGES, ATTORNEYS, OR ANYONE THAT HAS KNOWLEDGE OF SUCH CRIMES A "PRINCIPAL IN THE CRIMINAL ACTIVITY").

- 35) PROOF OF CLAIM: That "ANYONE" including the Judge and Prosecutor for CAN, has filed a "SUPERIOR CLAIM" which is Certified and State Sealed within the Uniform Commercial Code (UCC) Division, of any Secretary of State, that supersedes the Filing by Secured Party Creditor, Francisco-Garibaldo: Perez, i.e. File Number 40000153198667, which has been duly recorded, Indexed, and Certified and is under State Seal on a national filing form within the UCC Division, of the Arkansas Secretary of State Office, thereby "SECURING" all of the assets of the DEBTOR, FRANCISCO GARIBALDO PEREZ, and any/all derivatives and variations in the spelling of said name, except for 'Francisco-Garibaldo: Perez' This Superior Claim includes "ALL" of the debtors Property/Assets, to include any/all things used to identify the DEBTOR, i.e. Social Security Account Number; C.U.S.I.P./AUTOTris Number, and/or anything associated with the name of the DEBTOR, also to include without limitations, and Bonds issued under the DEBTOR's name including those that were fraudulently created using the name (property) of the DEBTOR. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386: (10) violations @ \$250,000.00 per violation).
- 36) PROOF OF CLAIM: That there is no such UCC Filing, i.e. Private Agreement Number: 11061974FGP; Power of Attorney Number: 11061974-FGP-POA; Hold Harmless and Indemnity Agreement Number: 11061974-FGP-HHIA; Common Law Copyright notice Number: 11061974-FGP-CLC; Filed and recorded under State Seal with the State of Arkansas, Secretary of State Office, wherein a copy of said documents are the initial documents (the remedy put in place by the Government) to provide the flesh-and-blood man and woman a way to remedy themselves of the fraud of the Government, some of which has been disclosed throughout this CAFV, and is the basis of the Antecedent claim, for per Maxim of Law on fraud, "They had to leave the people a way out, or all cover of legitimacy.)" (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
- 37) PROOF OF CLAIM: That there are not over 3 million such UCC filings, related to the Redemption of the Fraud of the Government, Nationwide.

38) PROOF OF CLAIM: That if these documents duly filed and recorded under State Seal as stated above in PROOF OF CLAIM 35 & 36 are fraudulent why are they considered Legitimate by the Secretary of State, for the State of Arkansas, and the Undersigned not being prosecuted for creating Fraudulent documents.

39) PROOF OF CLAIM: That the Judge and Prosecutor under CAN was not looking for the Undersigned to "ACCEPT FOR VALUE" or honor the Charging Instrument/Presentment in accordance with UCC § 3-410, and due to all Court Actions Being Commercial (U.S.C.A. Title 27) and Statute being a Bond (See: BLACK'S LAW DICTIONARY 4TH EDITION REVISED) which is an abbreviation for "STATUTE MERCHANT," which is:

- a. A security for a debt acknowledged to be due;
- b. A bond for Commercial Debt (See: J.H. BAKER, AN INTRODUCTION TO ENGLISH LEGAL HISTORY, 354 3RD EDITION 1990) and that the Complaint Information of Indictment is not a three-party draft, Commercial Paper, under Article 3 of the UCC, and that the Judge and Prosecutor is/was Not the Drawer or Maker by their signature, and that the Undersigned, flesh-and-blood-man, though not having such knowledge at the time, was/is not deemed the Surety, and the COMMERCIAL PRESENTMENT was not made in accordance with UCC § 3-501(1), Presentment is Necessary to Change Secondary Parties, and because the Undersigned did not know at the time, of the underlying fraud, and did not Accept the Charges of Presentment, For Value or Honor, that the Undersigned was not deemed in dishonor;
- c. That the Undersigned was not then deemed to be in dishonor for non-acceptance by the Judge and Prosecutor, in accordance with UCC § 3-505(c) and UCC § 3-501(2). (a) and (b) and that the Undersigned is/was made the fiduciary trustee of the DEBTOR, Ens Legis, in this fraudulently created capacity, was the Undersigned not made responsible to discharge the debt of the DEBTOR, Ens Legis by operation of Law, Where as the Undersigned being made the Principle or Asset Holder on the Private Side of the Accounting Ledger; and
- d. That the Undersigned was/is not holding the Exemption necessary, to discharge the debt, based on the "ANTECEDENT CLAIM," which has been "REDEEMED" via the UCC Filing referenced with PROOF OF CLAIM 35 of this CAFV. (Violation of 18 of U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, 2386; (11) violations @ \$250,000.00 per violation).

40) PROOF OF CLAIM: That because the Undersigned did not accept the Charges of Present For Value or Honor, presented by the Judge and Prosecutor under CAN, thus the Undersigned being deemed in Dishonor, and the Court/Government not being Able to use the Undersigned's Exemption, at the time to pass the debt or Charge, through the Account of the DEBTOR, Ens Legis, to obtain a discharge, that the Dishonor is/was not sold to the Federal Court as all State Court Judgments/Dishonor are, and thereafter sold as Stock/Shares, which have a extensive value per charge. (Violation of U.S.C.18, 242; U.S.C.18.241; U.S.C. 18. 1001; U.S.C. 18 1621; U.S.C. 18.1622; USC 18.2381; U.S.C. 18. 2383; U.S.C. 18 2384; U.S.C. 18. 2385; U.S.C. 18. 2386 ;U.S.C. 18 1951 (11) VIOLATIONS @ \$250,000.00 PER VIOLATION).

- 41) PROOF OF CLAIM: That when a Social Security Account Number is assigned/issued, that a Blank Bond is not issued and when the Undersigned was arrested and there after imprisoned, that this Bond was not filled out and that this Bond is not called a "BID BOND", Standard Form 24(SF24) and that it is not prescribed by the General Service Administration (GSA), and that this is not also referred to as a "PRISON or PENAL BOND", as well as a "CONTRACT SURETY BOND" and that a follow-up "PERFORMANCE BOND" Standard Form 25(SF25) and "PAYMENT BOND: Standard Form 25A(SF25A) were not filled out. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
- 42) PROOF OF CLAIM: That everything is not being run under the "LAW MERCHANT" under UCC § 1-103 (See: ALSO SECTION 1775.04 OF TITLE 17 U.S.C.A. – CORPORATIONS; THE ADMINISTRATIVE MANUAL OF THE INTERNAL REVENUE SERVICE, WHEREIN UCC § 1-103 IS QUOTED AND PART OF THE Texas REVISED CODE THAT STATES THAT "RULES OF LAW AND EQUITY, INCLUDING THE "LAW MERCHANT" ARE TO GOVERN"). (Violation of 18 U.S.C., Sec. 241, 242, 1001 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
- 43) PROOF OF CLAIM: That all factual information Contained within this CAFV pertaining to this Securities/Fraud cannot be retrieved from the Federal Circuit Court website, as the Undersigned has done extensive through lawful channels. And is it not true that this website is Restricted to Public Access, and that this restriction can be observed by simply doing a computer search typing in the CUSIP, and is it not so that the name CUSIP is not derived from the American Banking Association's (ABA) – Committee on Uniform Securities Identification, and that CUSIP is not the trademark of Standard and Poor's which operates a license agreement with the ABA and is at the same address as the Depository Trust Clearinghouse, which is the clearinghouse for all goods, commodities, and Securities, and is also referred to as the Global Clearing Network (GCN) and the Defined Contribution Clearance and Settlement (the DCC&S), among other names, which are the clearing house for all the shares and stocks sold through the Corrections Corporation of America and the Paine Webber Group and that if a computer search was done on the Pain Webber Group that one of the 20 largest companies would not be called "PRIVATE PERSON", and that this cannot also be verified under Re'gis Castellani's Transformation Corporation website, i.e. www.transnational.org/pays/usa.htm and that the London based U.B.S. Warburg Investment Banking Division of the U.B.S., which was started by the Paul Warburg, which owns and controls the World Bank, that started/owns the Federal Reserve, which is part of the Securities Scheme, that funds the Privatized Prisons and that is one reason why the Federal Court website has a Public Access Restriction on it, and not because the shares and stocks which were supposed to be sold to the Public, are actually sold to a select group of Corporations, and Mortgage Backed securities as a cover and these select corporations are hoarding all the shares and stocks so the public cannot view them via computer search, and that the American Legislative Exchange Council (ALEC), owned by Paul Weyrich of the Free Congress Foundation, who bragged about helping to enact the Truth in Sentencing, and the Three Strikes Laws, thereby was creating a means to keep a steady flow of prisons within the Privatized Prison System, which is why Correction Corporation of America and Wackenhut has paid hundreds of thousands of dollars in exchange for privileged position on the ALEC's Criminal Justice Task Force, and the General Accounting Office and General Service Administration (which are under the Comptroller of Currency), and heavily involved in the Accounting aspect of the Securities
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Scheme, and is why they supply all the "BID", "PERFORMANCE", and "PAYMENT BONDS". (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).

- 44) PROOF OF CLAIM: That the Undersigned cannot as the "Holder In Due Course" of the bonds (that were fraudulently created by all parties disclosed this far in this CAFV), take the information from the Circuit Court Website, as to who currently has the Bonds, and amount thereof, and submit a "BID", "PERFORMANCE", and "PAYMENT BOND," as well as an International Bill of Exchange (As Good As Aval), which is lawful, due to the United States becoming a party to the United Nations Committee on International Trade Law (UNCITRAL) in 1989, and thereof discharge the debt which was Fraudulently imposed upon the Undersigned. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).
- 45) PROOF OF CLAIM: That the Judge and Prosecutor under CAN, did not commit Constitutional Impermissible Mis-Application of the Statutes in this case to work as a deterrent to the Undersigned. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).
- 46) PROOF OF CLAIM: That the Judgment of Sentence rendered by the Judge under CAN, is not VOID from inception and as to why the Undersigned should not be released of all implications thereof immediately, due to all of the Fraud underlying such judgment, and although the Undersigned could go about discharging the Fraudulent Monetary Debt, underlying the Judgment, i.e. going through all of the formalities which are really unnecessary "When The Facts Of Fraud Make The Judgment VOID." (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).
- 47) PROOF OF CLAIM: That you do not have the duty and Obligation to produce and provide the Undersigned the PROOF OF CLAIM as requested, pursuant to the "Clean Hands Doctrine" and "Good Faith" dealings with the Undersigned, and because some of the PROOF OF CLAIM relate to Securities Fraud, which play a part in the Unlawful Incapacitation of the Undersigned, the mandates of the Sarbanes-Oxley Act of 2002, H.R. 3763, 107th Congress Second Session, which also apply to you as a Judge and Prosecutor of the 105th District Court Kleberg County, Texas, and Other involved and which President Bush signed into law to combat among other things, Accounting and Securities Fraud. (Violation of 18 U.S.C., Sec. 1001 and 1951; (2) violations @ \$250,000.00 per violation).

CAVEAT

Please understand that while I want to resolve this matter quickly, I can only do so upon your "Official" response providing the above PROOF OF CLAIM in the matter as to the action being lawful, proper and constitutional.

Because the Court(s) has dealt with a Corporate Entity and not the filed Secured Party/Creditor (natural man) and failed to serve NOTICE that it was doing so, (See U.C.C. § 1-201 (26) and (27)), and that it be placed on "record" See U.C.C. § 5-102(n); it has effectively created a "fault", (See U.C.C. § 1-201 (16)) as well as a breach of "good faith". (See U.C.C. § 1-201 (19)). No sanction(s) can be imposed upon this Secured Party, however the "STATE OF TEXAS" Cause does leave this "aggrieved party" opportunity to file for remedy (relief) as the undersigned may see fit. As well as the rights afforded by U.C.C § 1-106 (1)(2), 1-201 (34)(36) and the State and Federal Constitution.

Therefore, not being a signatory to the FEDERAL CONSTITUTION of State of Texas Corporation, not a party to your "Social Compact", and not being named in your statutes, and/or notice of agreement between the State of Texas or the United States with the Undersigned, the Undersigned did not and does not understand the nature of the jurisdiction imposed by the State of Texas in respect to the judgment received, or the commercial nature of some involving commercial paper, bonds, etc. created by the Judge or others on request to the above case.

Should you fail to provide the requested PROOF OF CLAIM, you would fail to state a claim upon which relief can be granted, and you will have stipulated to all the facts as they operate in favor upon the undersigned, i.e. that the Undersigned is not a signatory, nor party to the social compact (Constitution) of the State of Texas Status and said Constitution does not operate upon the Undersigned and that the Judge and Prosecutor for the 105th District Court Kleberg County, Texas under CAN, committed constitutional impermissible application of the statute(s)/ laws in CAN, and you also agree that injury was done to the Undersigned, via Misapplication of the Statute(s), Malicious Persecution, Conspiracy, libel, slander, and Fraud, and you agree that the Undersigned is due damages via tort.

If you fail to respond and/or provide PROOF OF CLAIM to any/all of the forty-seven (47) requested claims contained herein, this will constitute your agreement that any remaining judgment/monetary penalty may be "Accepted for Value" and Returned for Discharge by Bonds, International Bill of Exchange, Promissory Note, or any other appropriate commercial Paper, to allow the setoff/adjustment and exchange of Credit/Discharge of CAN, and that I Secured Party Creditor, Francisco-Garibaldo: Perez the Authorized Representative, and Attorney-in-Fact for the Defendant/DEBTOR FRANCISCO GARIBALDO PEREZ hereby calls for the return of the Bonds (Bid, Payment, & Performance Bonds) issued by the 105th District Court Kleberg County, Texas, under CAN, and you Respondent, as Chief Judge, agree that I may proceed directly to the U.S. District Court for the Commercial Vessel, i.e. FRANCISCO GARIBALDO PEREZ, and that I am due reparations and damages via Tort.

Francisco-Garibaldo: Perez will exercise his right to verify any proof, discovery, evidence or otherwise (in the nature of his right to challenge jurisdiction at any time), as to the entire matter, per his right within "The Due Process of Law" and therefore this private process is proper in obtaining such "evidence" and to challenge any false claims, changes, or otherwise.

Respondent as the Chief Judge for the State of Texas, and as such, having superior knowledge of the law necessary to provide the PROOFS OF CLAIM requested herein by the Undersigned thereby providing evidence that the action was lawful, proper, constitutional, and there was no misapplication of the Statute(s), Law(s), Code(s), or the like, and how the Undersigned can lawfully "Pay Debt(s) at Law", including judgments with Constitutional money and not be

tricked into becoming a Tort Feasor, by the State of Texas. (See: ARTICLE 1 SECTION 10 – U.S. CONSTITUTION).

Respondent as the Chief Judge, you must reply within Thirty (30) DAYS, providing PROOF OF CLAIM both to the Undersigned and to the Third-Party witness's addresses below, and should you go into fault, you will be given THREE (3) DAYS to cure your fault of non-response. If you fail to cure your fault, you will be found in default and will have established your default and dishonor of this counter-offer to the original offer indictment in the record.

The defaulting and dishonoring party will be foreclosed by laches and estoppel from maintaining or enforcing the original offer in any court or administrative unit and you agree that the Undersigned may exercise his exclusive remedy as to the stipulated and agreed upon, Misapplication of the Statute(s)/Law(s)/Code(s) or the like, Malicious Prosecution, Conspiracy, libel, slander, and Fraud, and other Violations of the United States Codes and Statutes via maritime action and/or Tort.

Such rights or obligations are secured, preserved or denied by the Constitution to prevent such abuses by Government Officials by their oaths to support said Constitution {67 CJS, OFFICERS, SECTION, 46 OATHS}. The penalty of such violations are defined under 18 U.S.C. 3571, and individually listed for each violation {\$100.000.00} each violation or trespass listed as a misdemeanor, 18 U.S.C. 3571 {\$250.000.00}, for each trespass or violation listed as a felony.

THE ABOVE MENTIONED IS JUST A START OF VIOLATIONS THAT SECURED PARTY HAS SUFFERED IN TIME FROM OFFICER'S, EMPLOYEES, AGENTS, ALIENS FROM THE STATE OF TEXAS. THIS SECURED PARTY BY THE STATE OF TEXAS HAS BEEN REDUCED TO PEONAGE AND INVOLUNTARY SERVITUDE UNDER FRAUDULENT, TYRANNICAL, AND SEDITIOUS ACTIONS.

ANY ACT (OR FURTHER ACTS) OF DETENTION, ARREST, INCARCERATION, OR PHYSICAL HARM TO THIS SECURED PARTY HEREAFTER IS ASSIGNED THE MINIMUM MONETARY VALUES AS PER PRECEDENT ESTABLISHED BY {TREZEVANT-V- CITY OF TAMPA, 741 D. 2D 336 (1984)}; \$25.000.00 PER 23 MINUTES PERIOD, I.E. \$65.217.91 PER HOUR, PLUS PUNITIVE DAMAGES IN AMOUNT DECIDED SOLELY BY SECURED PARTY'S HEIRS OR ASSIGNS.

"SECURED PARTY IS AUTHORIZED TO REGISTER THIS CAFV IN THE COMMERCIAL REGISTRY AND MAY USE CAFV AS THE SECURED PARTY'S DISCRETION IN ADMINISTRATIVE OR JUDICIAL CLAIM AS NECESSARY BY THE SECURED PARTY TO OBTAIN INJURY/DAMAGES THAT WERE PERPETRATED AGAINST DEBTOR."

AS AN AGENT OF THE UNITED STATES, THE DEFAULTING OR DISHONORING PARTY, WILL SPEAK FOR THE STATE OF TEXAS IN THIS MATTER, AND BINDS THE STATE OF TEXAS AND THEMSELVES PERSONALLY VIA THEIR BREACH OF DUTY TO ANY/ALL MONETARY DAMAGES FOR THE INJURIES AS SO STIPULATED BY YOU RESPONDENT, STATE OF TEXAS.

SILENCE CAN ONLY BE EQUATED WITH FRAUD WHEN THERE IS A LEGAL OR MORAL DUTY TO SPEAK OR WHERE AN **INQUIRY LEFT UNANSWERED WOULD BE INTENTIONALLY MISLEADING** {U.S.V TWELL, 550 F. 2D.287 1997} NEGLIGENCE OR REFUSAL ON THE PART OF CHIEF JUSTICE AND/OR ANY AGENT(S), ALIENS FOR THE STATE OF TEXAS **SHALL BE DEEMED KNOWING AND VOLUNTARY WAIVER OF "ANY" OFFICIAL IMMUNITY {REMOVING THE CORPORATE VEIL} AS YOUR CONSENT BY TACIT ADMISSION {AGREEMENT} TO BE SUED.**

Third Party's Address:

Chriselda Reyes
540 E. 6th St
Bishop, TX 78843

ACKNOWLEDGEMENT

In compliance with Title 28 U.S.C. § 1746(1), and executed WITHOUT THE UNITED STATES, I affirm under the penalties of perjury, and to the laws of the De Jure United States of America, that the foregoing is true, correct, and complete to the best of my belief and informed knowledge. And Further the Deponent Saith Not. I now affix my Signature and Official Seal to the above Document with EXPLICIT RESERVATION OF ALL MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE TO ANY OF THOSE RIGHTS, in compliance with UCC § 1-308:

Francisco-Garibaldo Perez
Francisco-Garibaldo: Perez
Secured Party Creditor
Authorized Representative For And in Behalf Of
FRANCISCO GARIBALDO PEREZ
Without Prejudice

WITNESSES

We the undersigned Witnesses hereby STAND and Attest that Francisco-Garibaldo: Perez, signed this document on this 10 day of January, 2018, of his Own Free Will, as witnessed by Our Signatures below:

Jose Humberto Perez
First Witness Signature

Address: P.O. Box 264
Bishop, TX 78843

Leticia Perez Zamora
Second Witness Signature

Address: P.O. Box 321
Bishop, TX 78843

Certified Mail Number: 7006 0810 0000 3524 2978

To:
Attn: Carlos Valdez (or his successors)
D.B.A. STATE OF TEXAS
DA'S OFFICE
Kleberg County District Attorney
PO Box 1471
Kingsville, Texas 78364

From:
Secured Party/Creditor
Francisco-Garibaldo: Perez
c/o PO Box 264
Bishop, Texas
[near 78343]
Non-Domestic / Non-Assumpsit

RE: CONDITIONAL ACCEPTANCE FOR VALUE (CAFV) - PRIVATE INDEPENDENT ADMINISTRATIVE PROCESS - ARTICLE 1 REDRESS OF GRIEVANCE UNDER THE NINTH AMENDMENT RESERVATION FOR THE RESOLUTION AND EQUITABLE SETTLEMENT UNDER NECESSITY. IN THE NATURE OF REQUEST FOR PROOF OF CLAIM/DISCOVERY.

Case/Associated Number: 05-CRF-0070 (hereinafter CAN)

NOTICE TO AGENT IS NOTICE TO PRINCIPLE
NOTICE TO PRINCIPLE IS NOTICE TO AGENT

Dear Carlos Valdez (or his successors)- hereinafter Respondent,

I am in receipt of the judgment/presentment/offer imposed under CAN and I agree to abide by the stipulations thereof upon your providing PROOF OF CLAIMS in the Nature of Discovery (evidence), exhausting my private administrative remedy from your office. Therefore, I seek PROOF OF CLAIM in regards to CAN, and/or that the charging instrument the 105th District Court Kleberg County, Texas/actors/agents used was lawful, proper and/or constitutional, so that I can determine whether the 105th District Court Kleberg County, Texas/actors/agents who handled CAN and or others within the same venue of this Action/Office, and/ 105th District Court Kleberg County, Texas at the time that CAN was processed/prosecuted, did not commit constitutional impermissible application of the statute(s), law(s), code(s), Regulation(s) or the like, in the matter.

Because the Court(s) has dealt with a corporate entity and not the filed Secured Party/Creditor (natural man) and failed to serve NOTICE that it was doing so, (See U.C.C. § 1-201 (26) and (27)), and that it be placed on "record" See U.C.C. § 5-102(n); it has effectively created a "fault", (See U.C.C. § 1-201 (16)) as well as a breach of "good faith". (See U.C.C. § 1-201 (19)). No sanction(s) can be imposed upon this Secured Party, however the "STATE OF TEXAS" Cause does leave this "aggrieved party" opportunity to file for remedy (relief) as the undersigned may see fit. As well as the rights afforded by U.C.C § 1-106 (1)(2), 1-201 (34)(36) and the State and Federal Constitution.

Therefore, Respondent as you are the current STATE OF TEXAS AGENT, and ultimately responsible for my current or past action conducted by the 105th District Court Kleberg County, Texas, I am bringing this matter to you in your Official capacity as the STATE OF TEXAS AGENT of Texas.

I also request a True and Correct copy of your Oath of Office, surety, performance bond and/or blanket bond with the name and address of the insurer, the bond number, public and private pledges or otherwise to indemnify the undersigned as to any injuries and violations against the secured Right(s), Title(s) or interest(s) of the Undersigned.

I wish to resolve this matter as soon as possible; however, I can only do so conditioned upon your providing the following PROOF OF CLAIM as set out below to wit:

- 1) PROOF OF CLAIM: That the Constitution of the United States and the State of Texas operate upon the Undersigned. (Violation of 18 of United States Code [U.S.C.], Sections [Sec.] 1001 and 1018; (2) violations @ \$250.00.00 per violation)..
- 2) PROOF OF CLAIM: That the Undersigned is a "PARTY TO" Named Therein and/or is a Signatory to the "SOCIAL COMPACTS" known as the UNITED STATES and State of Texas Constitution.

"No private person has the right to complain by suit in court, on the grounds of a breach of the Constitution. The Constitution it is true, is a compact, but he is not a party to it. The States are party to it." PADDLEFORD FAY & CO. V. THE MAYOR AND ALDERMAN, CITY OF SAVANNAH, 14TH GA. 438, 520. 211 U.S. 78 (1854)."

- 3) PROOF OF CLAIM: That the undersigned is "NAMED THEREIN" any Statute(s), Law(s), Codes(s) and the like. (See: THE PEOPLE V. HERKIMER, GENTLEMEN, ONE, AND COMPANY, 4 COWEN 345, 1825 N.Y. LEXIS 80). (Violation of 18 of U.S.C., Sec. 241, 242, 1001, and 1621; (4) violations @\$250,000.00 per violation).
- 4) PROOF OF CLAIM: That the United States and the State of Texas's Corporate Statutes, Laws, Codes, and the like, operate upon the Undersigned. (Violation of 18 U.S.C., 1001 (1); @\$250,000.00 per violation).
- 5) PROOF OF CLAIM: Of the "LIABILITY" of the Undersigned to the Statutes, Laws, Codes, and the like of the Corporate Government of the United States and the State of Texas. (Violation of 18 of U.S.C., Sec. 241, 242, and 1001; (3) violations @ \$250,000.00 per violation).
- 6) PROOF OF CLAIM: That the Undersigned is a "PARTY TO" Named Therein and/or is a Signatory to any Valid/ Lawful Contract and/or Agreement, duly Notarized along with a copy of the Notary Log to the Federal Corporate Government and/or any of the Sub-Agencies/Corporations, i.e. the State of Texas, or your agency. (Violation of 18 of U.S.C., Sec. 1001; (1) violation @\$250,000.00).
- 7) PROOF OF CLAIM: That a Corporation such as the United States and the State of Texas, can attain parity with a sentient, living, breathing, flesh-and-blood man such as the Undersigned.

"there every man is independent of all laws except those prescribed by nature. He is not bound by any institutions formed by his fellow man without his consent." CRUDEN V. NEAL, 2 N.C. 338, 2 S.E. 70 (1796).

- 8) PROOF OF CLAIM: That "WE THE PEOPLE" as cited in the Constitution of the United States and the State of Texas, as well as cited in the enactment clause of the Statutes, Laws, Codes, and the like referring to the flesh-and-blood men and women of the united States of America and the Texas Republic, and not the "Popular Leaders who in all ages have called themselves, "THE PEOPLE". (Violation of 18 of U.S.C., Sec. 1001; Title 42 of U.S.C., Sec. 1986; (2) violations @ \$250,000.00 per violation).
 - 9) PROOF OF CLAIM: That the people of the State of Texas, i.e. the flesh-and-blood men and women of the Texas Republic were present at the commencement and through the entire proceedings held under CAN. (Violation of 18 U.S.C., Sec. 241, 242, 872, 1001, 1621, 1622, and 2384; (6) violations @ \$250,000.00 per violation).
 - 10) PROOF OF CLAIM: That the "Conduct of the Judge and Prosecutor on behalf of the People by the 105th District Court Kleberg County, Texas as directed by Executive Act", did not in fact act on behalf of the Corporate State of Texas, rather than on behalf of the flesh-and-blood men and women of the Texas Republic, and that it also was not a violation of the "SEPARATION OF POWERS CLAUSES" of the United States and the State of Texas Constitutions. (See: PEOPLE EX REL LEONARD V. PAPP, 192 N.W. 2D 693, 383 MICH. 627 (1972). (Violation of 18 of U.S.C., Sec. 241, 242, 1001, 1621, and 1951; (5) violations @ \$250,000.00 per violation).
 - 11) PROOF OF CLAIM: That the Undersigned is a resident (Belonging To) the State of Texas Corporation, and/or the United States Corporation, or any sub-division/instrumentality thereof, i.e. does the Undersigned reside within a faction, a construct of law, an abstraction.
 - 12) PROOF OF CLAIM: That there is a clause within the Constitution of the corporate State of Texas, and/or the corporate United States, that subject a Private Man (Sovereign and Retaining His/her Jurisdiction and Venue Within Themselves) to the Statutory Jurisdiction thereof. (Violation of 18 of U.S.C., Sec. 1001 and 1951; (2) violations @ \$250,000.00 per violation).
 - 13) PROOF OF CLAIM: That the United States and the State of Texas by becoming a Corporation "DID NOT" lay down their sovereignty and take on the character of a Private Citizen, and/or a Corporate Charter. (See: THE BANK OF THE UNITED STATES V. PLANTERS BANK GEORGIA, 9 WHEAT 244; U.S. V. BURR 309 U.S. 242). (Violation of 18 U.S.C. 1001; 28 U.S.C. 3002; (2) violations @ \$250,000.00 per violation).
 - 14) PROOF OF CLAIM: That the Judge and Prosecutor under CAN had taken and filed with the State of Texas, Secretary of State (The Record Keep), an Oath of Office Stating that he/she would defend and uphold the Constitution of the United States and the State of Texas. (Violation of 5 U.S.C., 3331; Title 18 U.S.C., Sec. 1101(a)(3) and 3331; (3) violations @ \$250,000.00 per violation).
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- 15) PROOF OF CLAIM: That the Undersigned's rights did not exist before the origination (creation) of the State of Texas and/or the United States (See: HALE V. HENKLE, 201 U.S. 43 AT PAGE 74 (1906)). (Violation of 18 U.S.C., Sec. 1001; (1) violation @ \$250,000.00).

- 16) PROOF OF CLAIM: That the United States Federal and the State of Texas Corporations, along with all Corporate City, County, and Township sub-divisions thereof are not operating under the National Bankruptcy as declared in 1933, which was a re-iteration of the bankruptcy declared in dating back to 1861 and prior. (See: SENATE REPORT NUMBER: 93-549, DATED NOVEMBER 19, 1973, 93RD CONGRESS 1ST SESSION AT PAGE 1 PAR. 1 AT PAGES 187 & 549; EXECUTIVE ORDER 6073, 6102 6111 & 6260; THE TRADING WITH THE ENEMY ACT, 65TH CONGRESS, SESSION 1, CHAPTERS 105 & 106, OCTOBER 6, 1917, AND AS CODIFIED AT 12 U.S.C.A. 95(a); THE 1950 BANKRUPTCY DECLARATION AND REORGANIZATION PLAN NUMBER: 26. 5 U.S.C.A. 903, Public Law 94-564, AND THE LEGISLATIVE HISTORY THEREOF AT PAGE 5967 STATING, IN PART THAT "THE SECRETARY OF THE TREASURY WAS APPOINTED AS THE RECEIVER IN THE BANKRUPTCY"). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, and 1951; Title 42 U.S.C., Sec. 1986; (6) violations @ \$250,000.00 per violation).

- 17) PROOF OF CLAIM: That the United States and the State of Texas are not Insolvent and Dissolved of all Authority and Official Capacity, Acting In Name Only, due to the contrived National Bankruptcy, also known as National Emergencies and Reorganizations. (See: CONGRESSIONAL RECORD VOLUME 33, 1933, CHAPTER 11 REORGANIZATIONS OF THE UNITED STATES; 26 I.R.C. 165(g) (1); WESTFALL V. BRADLEY 10 OHIO 188; ADAMS V. RICHARDSON, 337 S.W. 2D. 911; AND WARD V. SMITH, 7 WALL. 447, AMONG OTHER REFERENCES). (Violation of 18 U.S.C., Sec. 241, 242, 1001, and 1621; (4) violations @ \$250,000.00 per violation).

- 18) PROOF OF CLAIM: That the Government of the 50 States, did not and still do not pledge the Faith and Credit thereof, i.e. the sweat and blood (assets) of the American flesh-and-blood men and women, including the Undersigned, as Sureties to aid National Emergency Contrivances, via the valuable Instruments known as Birth Certificates (See: Any newly issued Birth Certificate whereon it states: This is a very valuable instrument) as Collateral and that the State of Texas and the United States Governments being incorporated, did not create a Corporate Designation from the distinctive application, as written on the Birth Certificate in the name of the Undersigned, and thus, make the Undersigned, as well as all other American flesh-and-blood men and women, a surety and Accommodation Party for such Corporate Entity, i.e. Ens Legis, Cest Cue Trust, Strawman, Juristic Person, Federal Employee, as well as numerous other Definitive terms referring to such (See: CONGRESSIONAL RECORD MEETING OF THE GOVERNOR MAY, 1933, AND THE BOOK OF THE STATES, VOL. 50). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, and 1951; (5) violation @ \$250,000.00 per violation).

- 19) PROOF OF CLAIM: That the "Charge(s)" in this case was laid upon the "Private Man" i.e. Francisco-Garibaldo: Perez and not upon a "CORPORATE FICTION", such as FRANCISCO GARIBALDO PEREZ, or any/all derivative and variations in the spelling of said name except for Francisco-Garibaldo: Perez and the liability imposed there from onto the

"PRIVATE MAN" as though there was/is some Contract, Agreement, and the like wherein the "PRIVATE MAN" consented/agreed to be a Surety and Accommodation Party for a "CORPORATE FICTION", for in Actuality, that would be the only way that a Bankrupt, Insolvent, and Incorporated Government, such as the State of Texas or the United States, including, without any limitations the Courts, Collectively, could Fraudulently do such a Seditious Act. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, and 1951; (5) violations @ \$250,000.00 per violation).

20) PROOF OF CLAIM: That the Judge and Prosecutor, at the time of the entire proceeding under CAN had an Indemnity Bond posted to indemnify their actions as to any injury that may have befallen the Undersigned. (Violation of 18 U.S.C., Sec. 241, 242, 872, 1001, 1621, 1622, and 1951; (7) violations @ \$250,000.00 per violation).

21) PROOF OF CLAIM: That the Judge and Prosecutor were not enforcing the National Bankruptcy/National Emergency Contrivances, upon the Undersigned, via the Criminal CHARGE(s) and Sentence. (Violation of 18 U.S.C., Sec. 241, 242, 1001(six fold(6x)), 1951, 1961(a)(b), and 1964; (12) violations @ \$250,000.00 per violation).

22) PROOF OF CLAIM: That all Crimes/Court Actions are not commercial as stated in part, within section 72.11 of Title 27 of the Code of Federal Regulations (CFR). (Violation of 18 U.S.C., Sec. 1001; (1) violation @ \$250,000.00).

23) PROOF OF CLAIM: That the Judge and Prosecutor, acting on behalf of 105th District Court Kleberg County, Texas, the Corporate State of Texas and the United States Federal Corporation, did not know that what they were doing under CAN, was Beyond the Scope of their Corporate Charter, and that they did not have the Authority to violate the Good Faith, Commercial Law, Contract Law, and Securities Law, in binding the Undersigned to an Undischageable contract to Incapacitate him or his rights. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).

"A contract made by a corporation beyond the scope of its corporate power is Unlawful and VOID. MCCORMICK V. MARKET NATIONAL BANK, 165 U.S. 538.

24) PROOF OF CLAIM: That the Court that adjudicated the case under CAN was a "COURT OF CONSTITUTIONS DUE PROCESS", and not an "ADMINISTRATIVE TRIBUNAL" administering the National Bankruptcy per the case. (Violation of 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).

- 25) PROOF OF CLAIM: That the Bar Association is not a British Organization and/or a Controlled Association, that is an offshoot of the London Lawyers Guild, thus a Foreign Principle would be controlling the Courts and Government Agencies associated therewith, as well as All Judges, Attorneys, Agents, Officers, and the like thereof. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386: (11) violations @ \$250,000.00 per violation).
- 26) PROOF OF CLAIM: That the Judge and Prosecutor as well as ALL Members of the Bar, have not forfeited their United States Citizenship by becoming a member of the Bar, in accordance with automatic operation of Law, under Self-Executing, provisions of the 13th Article of the Organic Constitution for the United States of America (1787), as well as duly proposed at the Second Session of the 11th Congress and Ratified in 1820. (See: U.S.C.A. TITLE 22 §§ 611-619; RABINOWITZ V. KENNEDY, 376 U.S. 605, 84 S. CT. (1964); U.S.C.A. TITLE 18 §§ 219 & 951; M.C.L. 750.218 § 1(b)(c) and 4(a), AMONG OTHER REFERENCES TO FOREIGN REGISTRATION STATEMENTS HAVING TO BE FILED WITH THE Secretary of State, IN ORDER TO BE IN THIS COUNTRY, REPRESENTING A FOREIGN PRINCIPLE OR POWER. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1101(A), 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (12) violations @ \$250,000.00 per violation).
- 27) PROOF OF CLAIM: That within CAN that the Judgment was not "COMMERCIAL PAPER" and was not deposited into a bank or converted into an item of Deposit for the commercial benefit to the Judge and Prosecutor, (Court), County, State of Texas, The United States, and or the World Bank. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations \$250,000.00 per violation).
- 28) PROOF OF CLAIM: That the organic/De Jure Constitution for the Texas Republic, and the Organic/De Jure Constitution for the United States of America, and the State of Texas and the United States are operating under the same. (Violation of 18 U.S.C., Sec. 1001(1) violation @ \$250,000.00).
- 29) PROOF OF CLAIM: That if the Judge and Prosecutor under CAN as well as ALL of the State of Texas and the United States Government Employees, Agents, Officers, Attorneys, Judges and the like (Hereinafter referred to as PERSONNEL), were/are Operating Under, i.e. Defending and Upholding the Organic/De Jure Constitution for the Texas Republic and the United States of America (1787), and not a Corporate Charter, and if the State of Texas and the United States are actually Free Enterprise Republics, then would not the Judge and Prosecutor under CAN, as well as all the Attorneys and Judges, to this day, have or had a License to Practice Law as mandated by the Texas De Jure Constitution; People Ex Rel Hughes V. May, 3 Mich. 598 (1855)' Operating Procedures as the Attorney General: 194747, No. 803, Page 741, among other authorities, and in order to be or have been Doing Business As a Judge or Prosecutor, and in their Individual, Private Capacity, under a De Jure Constitutional Republic, and such a license would be or have been issued by a duly constitution, Free Enterprise, Texas Republic, Board of Law Examiners within the Department of Licensing and Regulations, where

all Professional Licenses are issued, and such a Board would have been established by the Legislature, as authorized/mandated by Texas Constitution of 1963, Article 4 § 1, as it is the Legislature which must give force to the licensing mandate of Article 6 § 14 of the Texas Constitution of 1963. (See: THE LEGISLATIVE RECORDS OF FEBRUARY 3, 1969, HOUSE OF REPRESENTATIVE BILLS: 2115 & 2116 WHEREIN SUCH A FREE ENTERPRISE 'LICENSING BOARD' WAS SOUGHT, BUT DENIED). (Violation of 18 U.S.C., Sec. 241, 242, 100, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).

- 30) PROOF OF CLAIM: That in keeping with the presumption of Operating Under, i.e. Defending and Upholding the Organic/De Jure Constitutions for the Texas Republic and the united States of America (1787), and this being a Free Enterprise Republic, as referenced in PROOF OF CLAIM: 28 and 29, if the only License to Practice Law as Judge and Prosecutor need is to be on the Docket Roll of the Supreme Court, coupled with being a Member of the Bar Association, and as such they are deemed by the Bar (British Accreditation Regency) as an "OFFICER OF THE COURT" (See: M.C.L. 600.901; IN RE LORD. 97 N.W. 2D 255, 287; 7 CORPUS JURIS SECUNDUM § 4, AMONG OTHER AUTHORITIES), would not such a Title of Nobility be in violation of the "NO TITLES OF NOBILITY CLAUSE," Article 1 § 9, Clause 8 and Article 1 § 10, Clause 1 of the Federal Constitution of the United States of America Inc. (1845), and Would Not such a way of Licensing A Legal Profession, create a Monopoly, i.e. "RULING CLASS" IN Violation of Article 4 § 4 of the De Jure/Organic Constitution for the united States of America (1787). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
- 31) PROOF OF CLAIM: That under the "BAR RULES", All Judges such as the one that presided over CAN, would have to be a Bar Attorney before he could become a Judge and is this not a Violation of Article 4 § 4 of the Constitution of the united States of America (1787). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
- 32) PROOF OF CLAIM: That under their "NOBLE STATUS" within the ancient fellowship known as the "BAR" that the Judges and Prosecutor for CAN, as well as all "BAR" Judges and Attorneys, operating under monopolized, "RULING CLASS", are actually operating under competing and conflicting interests, another fact ruled as being unconstitutional by fellow Bar Judges. (See: Culver V. Sullivan, 446 U.S. 335, 350, 100 s. ct. 1708 (1980); Glasser V. U.S. 315 U.S. 60, 62, s.ct. 457 among other authorities). (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1101(a)(3), 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (12) violations @ \$250,000.00 per violation).
- 33) PROOF OF CLAIM: That all the "VIOLATIONS" of the De Jure/Organic Constitution of the Texas Republic and the united States of America (1787), in order to usurp an Official/Seat in the Government/Judiciary, including the ones which were held by the Judge and Prosecutor for CAN, as well as by all other Government Officials/ Employees, whom have supposedly sworn "Oath of Affirmation to Uphold and Defend: the De Jure/Organic Constitution for the Texas Republic and the united States of America (1787, as Mandated by M.C.L. 15.151 et. Seq. and U.S.C.A. Title 4, Section 101 & 102 et. Seq., does not render them void, and that any usurped authority of jurisdiction as well as any Decrees, Orders, Judgments, and the like issued/imposed therefrom are not also

void, as decided by "Fellow Brother and Sister Bar Judges," e.g. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).

"If a Court is without authority, its judgment and orders are regarded as nullities. They are "VOID", and from no bar to a recovery sought, even prior to reversal in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered in law as trespassers." (See: Elliot V. Pierol, 1 pet. 328,340; 26 u.s. 328 340 (1828)),

34) PROOF OF CLAIM: That if the Court has "NO AUTHORITY or JURISDICTION" over the Undersigned or over CAN, via each of the violations of the De Jure/Organic Constitutions for the Texas Republic and the United States of America (1787) as well as Federal Constitution on the United States of America Inc. (1846), that the Judge and Prosecutor, as well as all whom have advised and acted with them, to commit the moral wrongs of "UNLAWFUL INCAPACITATION" of the Undersigned, thus having the liability of insuring that what the Judge and Prosecutor did by incapacitating the Undersigned within their supposed jurisdiction, was "LAWFUL and CONSTITUTIONAL," and if left unchecked, would be the same as making a statement for the Record via, this (CAFV), that every flesh-and-blood man and women in this country is just susceptible to the "MORAL WRONGS," that have been perpetuated upon the Undersigned.

"Whenever a Judge or Attorney acts where he/she does not have jurisdiction, the Judge and Attorney are engaged in an act or acts of Treason, and any Judge or Attorney who does not reject the Judge and Attorney for "TREASON" as required by law may themselves be guilty of Misprision of Treason." COHEN V. VIRGINIA, 19 U.S. (6 WHEAT) 264, 404; 5 L.ED. 257 (1821); AND REAFFIRMED UNDER U.S. V. WILL 449 U.S. 200, 216, 101 S. CT. 471; 66 L. ED. 20. 392, 406 (1980). (See: also 18 U.S.C.A. 2382 - MISPRISION OF TREASON; AND 18 U.S.C.A. 2, 3 AND 4 - MAKING SUCH NON-REPORTING JUDGES, ATTORNEYS, OR ANYONE THAT HAS KNOWLEDGE OF SUCH CRIMES A "PRINCIPAL IN THE CRIMINAL ACTIVITY").

35) PROOF OF CLAIM: That "ANYONE" including the Judge and Prosecutor for CAN, has filed a "SUPERIOR CLAIM" which is Certified and State Sealed within the Uniform Commercial Code (UCC) Division, of any Secretary of State, that supersedes the Filing by Secured Party Creditor, Francisco-Garibaldo: Perez, i.e. File Number 40000153198667, which has been duly recorded, indexed, and Certified and is under State Seal on a national filing form within the UCC Division, of the Arkansas Secretary of State Office, thereby "SECURING" all of the assets of the DEBTOR, FRANCISCO GARIBALDO PEREZ, and any/all derivatives and variations in the spelling of said name, except for 'Francisco-Garibaldo: Perez' This Superior Claim includes "ALL" of the debtors Property/Assets, to include any/all things used to identify the DEBTOR, i.e. Social Security Account Number, C.U.S.I.P./AUTOTris Number, and/or anything associated with the name of the DEBTOR, also to include without limitations, and Bonds issued under the DEBTOR's name including those that were fraudulently created using the name (property) of the DEBTOR. Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).

- 36) PROOF OF CLAIM: That there is no such UCC Filing, i.e. Private Agreement Number: 11061974FGP; Power of Attorney Number: 11061974-FGP-POA; Hold Harmless and Indemnity Agreement Number: 11061974-FGP-HHIA; Common Law Copyright notice Number: 11061974-FGP-CLC; Filed and recorded under State Seal with the State of Arkansas, Secretary of State Office, wherein a copy of said documents are the initial documents (the remedy put in place by the Government) to provide the flesh-and-blood man and woman a way to remedy themselves of the fraud of the Government, some of which has been disclosed throughout this CAFV, and is the basis of the Antecedent claim, for per Maxim of Law on fraud, "They had to leave the people a way out, or all cover of legitimacy.)" (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
- 37) PROOF OF CLAIM: That there are not over 3 million such UCC filings, related to the Redemption of the Fraud of the Government, Nationwide.
- 38) PROOF OF CLAIM: That if these documents duly filed and recorded under State Seal as stated above in PROOF OF CLAIM 35 & 36 are fraudulent why are they considered Legitimate by the Secretary of State, for the State of Arkansas, and the Undersigned not being prosecuted for creating Fraudulent documents.
- 39) PROOF OF CLAIM: That the Judge and Prosecutor under CAN was not looking for the Undersigned to "ACCEPT FOR VALUE" or honor the Charging Instrument/Presentment in accordance with UCC § 3-410, and due to all Court Actions Being Commercial (U.S.C.A. Title 27) and Statute being a Bond (See: BLACK'S LAW DICTIONARY 4TH EDITION REVISED) which is an abbreviation for "STATUTE MERCHANT," which is:
- a. A security for a debt acknowledged to be due;
 - b. A bond for Commercial Debt (See: J.H. BAKER, AN INTRODUCTION TO ENGLISH LEGAL HISTORY, 354 3RD EDITION 1990) and that the Complaint Information of Indictment is not a three-party draft, Commercial Paper, under Article 3 of the UCC, and that the Judge and Prosecutor is/was Not the Drawer or Maker by their signature, and that the Undersigned, flesh-and-blood-man, though not having such knowledge at the time, was/is not deemed the Surety, and the COMMERCIAL PRESENTMENT was not made in accordance with UCC § 3-501(1), Presentment is Necessary to Change Secondary Parties, and because the Undersigned did not know at the time, of the underlying fraud, and did not Accept the Charges of Presentment, For Value or Honor, that the Undersigned was not deemed in dishonor;
 - c. That the Undersigned was not then deemed to be in dishonor for non-acceptance by the Judge and Prosecutor, in accordance with UCC § 3-505(c) and UCC § 3-501(2), (a) and (b) and that the Undersigned is/was made the fiduciary trustee of the DEBTOR, Ens Legis, in this fraudulently created capacity, was the Undersigned not made responsible to discharge the debt of the DEBTOR, Ens Legis by operation of Law, Where as the Undersigned being made the Principle or Asset Holder on the Private Side of the Accounting Ledger; and
-

- d. That the Undersigned was/is not holding the Exemption necessary, to discharge the debt, based on the "ANTECEDENT CLAIM," which has been "REDEEMED" via the UCC Filing referenced with PROOF OF CLAIM 35 of this CAFV. (Violation of 18 of U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, 2386; (11) violations @ \$250,000.00 per violation).
-
- 40) PROOF OF CLAIM: That because the Undersigned did not accept the Charges of Present For Value or Honor, presented by the Judge and Prosecutor under CAN, thus the Undersigned being deemed in Dishonor, and the Court/Government not being Able to use the Undersigned's Exemption, at the time to pass the debt or Charge, through the Account of the DEBTOR, Ens Legis, to obtain a discharge, that the Dishonor is/was not sold to the Federal Court as all State Court Judgments/Dishonor are, and thereafter sold as Stock/Shares, which have a extensive value per charge. (Violation of U.S.C.18, 242; U.S.C.18.241; U.S.C. 18. 1001; U.S.C. 18 1621; U.S.C. 18.1622; USC 18.2381; U.S.C. 18. 2383; U.S.C. 18 2384; U.S.C. 18. 2385; U.S.C. 18. 2386 ;U.S.C. 18 1951 (11) VIOLATIONS @ \$250,000.00 PER VIOLATION).
 - 41) PROOF OF CLAIM: That when a Social Security Account Number is assigned/issued, that a Blank Bond is not issued and when the Undersigned was arrested and there after imprisoned, that this Bond was not filled out and that this Bond is not called a "BID BOND", Standard Form 24(SF24) and that it is not prescribed by the General Service Administration (GSA), and that this is not also referred to as a "PRISON or PENAL BOND", as well as a "CONTRACT SURETY BOND" and that a follow-up "PERFORMANCE BOND" Standard Form 25(SF25) and "PAYMENT BOND: Standard Form 25A(SF25A) were not filled out. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
 - 42) PROOF OF CLAIM: That everything is not being run under the "LAW MERCHANT" under UCC § 1-103 (See: ALSO SECTION 1775.04 OF TITLE 17 U.S.C.A. – CORPORATIONS; THE ADMINISTRATIVE MANUAL OF THE INTERNAL REVENUE SERVICE, WHEREIN UCC § 1-103 IS QUOTED AND PART OF THE Ohio REVISED CODE THAT STATES THAT "RULES IF LAW AND EQUITY, INCLUDING THE "LAW MERCHANT" ARE TO GOVERN"). (Violation of 18 U.S.C., Sec. 241, 242, 1001 1621, 1622, 2381, 2383, 2384, 2385, and 2386; (10) violations @ \$250,000.00 per violation).
 - 43) PROOF OF CLAIM: That all factual information Contained within this CAFV pertaining to this Securities/Fraud cannot be retrieved from the Federal Circuit Court website, as the Undersigned has done extensive through lawful channels. And is it not true that this website is Restricted to Public Access, and that this restriction can be observed by simply doing a computer search typing in the CUSIP, and is it not so that the name CUSIP is not derived from the American Banking Association's (ABA) – Committee on Uniform Securities Identification, and that CUSIP is not the trademark of Standard and Poor's which operates a license agreement with the ABA and is at the same address as the Depository Trust Clearinghouse, which is the clearinghouse for all goods, commodities, and Securities, and is also referred to as the Global Clearing Network (GCN) and the Defined Contribution Clearance and Settlement (the DCC&S), among other names, which are the clearing house for all the shares and stocks sold through the Corrections Corporation of America and the Paine Webber Group and that if a computer search was done on the Pain Webber Group that one of the 20 largest companies would not

be called "PRIVATE PERSON", and that this cannot also be verified under Re'gis Castellani's Transformation Corporation website, i.e. www.transnational.org/pays/usa.htm and that the London based U.B.S. Warburg Investment Banking Division of the U.B.S., which was started by the Paul Warburg, which owns and controls the World Bank, that started/owns the Federal Reserve, which is part of the Securities Scheme, that funds the Privatized Prisons and that is one reason why the Federal Court website has a Public Access Restriction on it, and not because the shares and stocks which were supposed to be sold to the Public, are actually sold to a select group of Corporations, and Mortgage Backed securities as a cover and these select corporations are hoarding all the shares and stocks so the public cannot view them via computer search, and that the American Legislative Exchange Council (ALEC), owned by Paul Weyrich of the Free Congress Foundation, who bragged about helping to enact the Truth in Sentencing, and the Three Strikes Laws, thereby was creating a means to keep a steady flow of prisons within the Privatized Prison System, which is why Correction Corporation of America and Wackenhut has paid hundreds of thousands of dollars in exchange for privileged position on the ALEC's Criminal Justice Task Force, and the General Accounting Office and General Service Administration (which are under the Comptroller of Currency), and heavily involved in the Accounting aspect of the Securities Scheme, and is why they supply all the "BID", "PERFORMANCE", and "PAYMENT BONDS". (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).

- 44) PROOF OF CLAIM: That the Undersigned cannot as the "Holder In Due Course" of the bonds (that were fraudulently created by all parties disclosed this far in this CAFV), take the information from the Circuit Court Website, as to who currently has the Bonds, and amount thereof, and submit a "BID", PERFORMANCE", and PAYMENT BOND," as well as an International Bill of Exchange (As Good As Aval), which is lawful, due to the United States becoming a party to the United Nations Committee on International Trade Law (UNICITRAL) in 1989, and thereof discharge the debt which was Fraudulently imposed upon the Undersigned. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).
- 45) PROOF OF CLAIM: That the Judge and Prosecutor under CAN, did not commit Constitutional Impermissible Mis-Application of the Statutes in this case to work as a deterrent to the Undersigned. (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).
- 46) PROOF OF CLAIM: That the Judgment of Sentence rendered by the Judge under CAN, is not VOID from inception and as to why the Undersigned should not be released of all implications thereof immediately, due to all of the Fraud underlying such judgment, and although the Undersigned could go about discharging the Fraudulent Monetary Debt, underlying the Judgment, i.e. going through all of the formalities which are really unnecessary "When The Facts Of Fraud Make The Judgment VOID." (Violation of 18 U.S.C., Sec. 241, 242, 1001, 1621, 1622, 1951, 2381, 2383, 2384, 2385, and 2386; (11) violations @ \$250,000.00 per violation).

47) PROOF OF CLAIM: That you do not have the duty and Obligation to produce and provide the Undersigned the

PROOF OF CLAIM as requested, pursuant to the "Clean Hands Doctrine" and "Good Faith" dealings with the Undersigned, and because some of the PROOF OF CLAIM relate to Securities Fraud, which play a part in the Unlawful Incapacitation of the Undersigned, the mandates of the Sarbanes-Oxley Act of 2002, H.R. 3763, 107th Congress Second Session, which also apply to you as a Judge and Prosecutor of the 105th District Court Kleberg County, Texas, and Other involved and which President Bush signed into law to combat among other things, Accounting and Securities Fraud. (Violation of 18 U.S.C., Sec. 1001 and 1951; (2) violations @\$250,000.00 per violation).

CAVEAT

Please understand that while I want to resolve this matter quickly, I can only do so upon your "Official" response providing the above PROOF OF CLAIM in the matter as to the action being lawful, proper and constitutional.

Therefore, not being a signatory to the FEDERAL CONSTITUTION of State of Texas Corporation, not a party to your "Social Compact", and not being named in your statutes, and/or notice of agreement between the State of Texas or the United States with the Undersigned, the Undersigned did not and does not understand the nature of the jurisdiction imposed by the State of Texas in respect to the judgment received, or the commercial nature of some involving commercial paper, bonds, etc. created by the Judge or others on request to the above case.

Should you fail to provide the requested PROOF OF CLAIM, you would fail to state a claim upon which relief can be granted, and you will have stipulated to all the facts as they operate in favor upon the undersigned, i.e. that the Undersigned is not a signatory, nor party to the social compact (Constitution) of the State of Texas Status and said Constitution does not operate upon the Undersigned and that the Judge and Prosecutor for the 1105th District Court Kleberg County, Texas under CAN, committed constitutional impermissible application of the statute(s)/ laws in CAN, and you also agree that injury was done to the Undersigned, via Misapplication of the Statute(s), Malicious Persecution, Conspiracy, libel, slander, and Fraud, and you agree that the Undersigned is due damages via tort.

If you fail to respond and/or provide PROOF OF CLAIM to any/all of the forty-seven (47) requested claims contained herein, this will constitute your agreement that any remaining judgment/monetary penalty may be "Accepted for Value" and Returned for Discharge by Bonds, International Bill of Exchange, Promissory Note, or any other appropriate commercial Paper, to allow the setoff/adjustment and exchange of Credit/Discharge of CAN, and that I Secured Party Creditor, Francisco-Garibaldo: Perez the Authorized Representative, and Attorney-in-Fact for the Defendant/DEBTOR FRANCISCO GARIBALDO PEREZ hereby calls for the return of the Bonds (Bid, Payment, & Performance Bonds) issued by the 105th District Court Kleberg County, Texas, under CAN, and you Respondent, as STATE OF TEXAS AGENT for the State of Texas, agree that I may proceed directly to the U.S. District Court for the Commercial Vessel, i.e. FRANCISCO GARIBALDO PEREZ, and that I am due reparations and damages via Tort.

Francisco-Garibaldo: Perez will exercise his right to verify any proof, discovery, evidence or otherwise (in the nature of his right to challenge jurisdiction at any time), as to the entire matter, per his right within "The Due Process of Law" and therefore this private process is proper in obtaining such "evidence" and to challenge any false claims, changes, or otherwise.

Respondent as the STATE OF TEXAS AGENT for the State of Texas, and as such, having superior knowledge of the law

necessary to provide the PROOFS OF CLAIM requested herein by the Undersigned thereby providing evidence that the action was lawful, proper, constitutional, and there was no misapplication of the Statute(s), Law(s), Code(s), or the like, and how the Undersigned can lawfully "Pay Debt(s) at Law", including judgments with Constitutional money and not be tricked into becoming a Tort Feasor, by the State of Texas. (See: ARTICLE 1 SECTION 10 – U.S. CONSTITUTION).

Respondent as the STATE OF TEXAS AGENT, you must reply within Thirty (30) DAYS, providing PROOF OF CLAIM both to the Undersigned and to the Third-Party witness's addresses below, and should you go into fault, you will be given THREE (3) DAYS to cure your fault of non-response. If you fail to cure your fault, you will be found in default and will have established your default and dishonor of this counter-offer to the original offer indictment in the record.

The defaulting and dishonoring party will be foreclosed by laches and estoppel from maintaining or enforcing the original offer in any court or administrative unit and you agree that the Undersigned may exercise his exclusive remedy as to the stipulated and agreed upon, Misapplication of the Statute(s)/Law(s)/Code(s) or the like, Malicious Persecution, Conspiracy, libel, slander, and Fraud, via maritime action and/or Tort.

Such rights or obligations are secured, preserved or denied by the Constitution to prevent such abuses by Government Officials by their oaths to support said Constitution (67 C.J.S. OFFICERS, SECTION, 46 OATHS). The penalty of such violations are defined under 18 U.S.C. 3571, and individually listed for each violation (\$100,000.00) each violation or trespass listed as a misdemeanor, 18 U.S.C. 3571 (\$250,000.00), for each trespass or violation listed as a felony,

THE ABOVE MENTIONED IS JUST A START OF VIOLATIONS THAT SECURED PARTY HAS SUFFERED IN TIME FROM OFFICER'S, EMPLOYEES, AGENTS, ALIENS FROM THE STATE OF TEXAS. THIS SECURED PARTY BY THE STATE OF TEXAS HAS BEEN REDUCED TO PEONAGE AND INVOLUNTARY SERVITUDE UNDER FRAUDULENT, TYRANNICAL, AND SEDITIOUS ACTIONS.

ANY ACT (OR FURTHER ACTS) OF DETENTION, ARREST, INCARCERATION, OR PHYSICAL HARM TO THIS SECURED PARTY HEREAFTER IS ASSIGNED THE MINIMUM MONETARY VALUES AS PER PRECEDENT ESTABLISHED BY (TREZEVANT-V- CITY OF TAMPA, 741 D. 2D 336 (1984)); \$25,000.00 PER 23 MINUTES PERIOD, I.E. \$65,217.91 PER HOUR, PLUS PUNITIVE DAMAGES IN AMOUNT DECIDED SOLELY BY SECURED PARTY'S HEIRS OR ASSIGNS.

"SECURED PARTY IS AUTHORIZED TO REGISTER THIS CAFV IN THE COMMERCIAL REGISTRY AND MAY USE CAFV AS THE SECURED PARTY'S DISCRETION IN ADMINISTRATIVE OR JUDICIAL CLAIM AS NECESSARY BY THE SECURED PARTY TO OBTAIN INJURY/DAMAGES THAT WERE PERPETRATED AGAINST DEBTOR."

AS AN AGENT OF THE UNITED STATES, THE DEFAULTING OR DISHONORING PARTY, WILL SPEAK FOR THE STATE OF TEXAS IN THIS MATTER, AND BINDS THE STATE OF TEXAS AND THEMSELVES PERSONALLY VIA THEIR BREACH OF DUTY TO ANY/ALL MONETARY DAMAGES FOR THE INJURIES AS SO STIPULATED BY YOU RESPONDENT, STATE OF TEXAS AGENT.

SILENCE CAN ONLY BE EQUATED WITH FRAUD WHEN THERE IS LEGAL OR MORAL DUTY TO SPEAK OR WHERE AN **INQUIRY LEFT UNANSWERED WOULD BE INTENTIONALLY MISLEADING** (U.S.V TWELL, 550 F. 2D.287. 1997) NEGLIGENCE OR REFUSAL ON THE PART OF CHIEF JUSTICE AND/OR ANY AGENT(S), ALIENS FOR THE STATE OF TEXAS **SHALL BE DEEMED KNOWING AND VOLUNTARY WAIVER OF "ANY" OFFICIAL IMMUNITY (REMOVING THE CORPORATE VEIL) AS YOUR CONSENT BY TACIT ADMISSION (AGREEMENT) TO BE SUED.**

Third Party's Address:

Chriselda Reyes
506 E 16th St
Bishop, TX 78343

ACKNOWLEDGEMENT

In compliance with Title 28 U.S.C. § 1746(1), and executed WITHOUT THE UNITED STATES, I affirm under the penalties of perjury, and to the laws of the De Jure United States of America, that the foregoing is true, correct, and complete to the best of my belief and informed knowledge. And Further the Deponent Saith Not. I now affix my Signature and Official Seal to the above Document with EXPLICIT RESERVATION OF ALL MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE TO ANY OF THOSE RIGHTS, in compliance with UCC § 1-308:

Francisco-Garibaldo: Perez
Francisco-Garibaldo: Perez
Secured Party Creditor
Authorized Representative For And in Behalf Of
FRANCISCO GARIBALDO PEREZ
Without Prejudice

WITNESSES

We the undersigned Witnesses hereby STAND and Attest that Francisco-Garibaldo: Perez, signed this document on this 10 day of January, 2018 of his Own Free Will, as witnessed by Our Signatures below:

[Signature]
First Witness Signature

Address: P.O. Box 244
Bishop, TX 78343

[Signature]
Second Witness Signature

Address: P.O. Box 321
Bishop, TX 78343

EXHIBIT "B"

NOTICE OF FAULT AND OPPORTUNITY TO CURE

CERTIFIED MAIL NO: [SEE ATTACHED]

Certified Mail Number: 7006 0810 0002 3526 2884

Notice of Fault and Opportunity to Cure And Contest Acceptance

To:
Attn: J. Manuel Banales (or his/her successor)
D.B.A. 105th District Court Kleberg County, Texas

CLERKS OFFICE
Kleberg County Clerk's Office
700 East Kleberg Ave
Kingsville, Texas 78363

From:
Secured Party/Creditor
Francisco-Garibaldo: Perez
c/o PO Box 264
Bishop, Texas
[near 78343]
Non-Domestic / Non-Assumpsit

Date: 2/12/18

Dear J. Manuel Banales (or his/her successor)– or current chief judge, hereinafter respondent,

On January 10, 2018, the undersigned Secured Party caused to be sent to you Respondent, a CONDITIONAL ACCEPTANCE FOR VALUE PROOF OF CLAIM (CAFV) via certified mail Number 7006 0810 0002 3526 2985

You failed to perform after receiving these presentments from Francisco-Garibaldo: Perez, and you failed to perform by providing the requested and necessary PROOFS OF CLAIM (Discovery) after receiving the said CAFV from the undersigned per your receipt and acceptance thereof.

As the Respondent, you are now at fault and you are in agreement and have stipulated to the terms of the undersigned's dated presentment through your dishonor should you fail to Cure by providing requested necessary PROOF OF CLAIM. You have the right to cure this fault and perform according to said terms within three (3) days from the postmark of this Notice.

Should you fail to cure your fault, this Notice and the undersigned's following FINAL NOTICE OF DEFAULT/RES JUDICATA will establish the fact in the record of your 'acceptance, agreement and general acquiescence' to the matter established upon Respondents silence, pursuant to and relative to Article 1 Redress of Grievance Under The Ninth Amendment, Uniform Commercial Code, State Statute, Case Law and otherwise.

Thank you for your prompt attention to this matter.

Sincerely,

Francisco-Garibaldo: Perez

Francisco-Garibaldo: Perez©

Secured Party Creditor

Authorized Representative For And On Behalf Of

FRANCISCO GARIBALDO PEREZ

Without Prejudice

WITNESSES

We the undersigned Witnesses hereby STAND and Attest that Francisco-Garibaldo: Perez, signed this document on this 12 day of February, 2018 of his Own Free Will, as witnessed by Our Signatures below:

Dana Garibaldo Perez

First Witness Signature

Address: P.O. BOX 2164

Bishop, TX 78343

Justin Perez Ramirez

Second Witness Signature

Address: P.O. BOX 321

Bishop, TX 78343

Certified Mail Number: 7006 0810 0002 3526 2893

Notice of Fault and Opportunity to Cure And Contest Acceptance

To:
Attn: Carlos Valdez (or his successors)
D.B.A. STATE OF TEXAS
DA'S OFFICE
Kleberg County District Attorney
PO Box 1471
Kingsville, Texas 78364

From:
Secured Party/Creditor
Francisco-Garibaldo: Perez
c/o PO Box 264
Bishop, Texas
[near 78343]
Non-Domestic / Non-Assumpsit

Date: 2/12/18

Dear Carlos Valdeza- or current officeholder, hereinafter respondent,

On January 10 2018, the undersigned Secured Party caused to be sent to you Respondent, a **CONDITIONAL ACCEPTANCE FOR VALUE PROOF OF CLAIM (CAFV)** via certified mail Number 7006 0810 0002 3526 2978

You failed to perform after receiving these presentments from Francisco-Garibaldo: Perez, and you failed to perform by providing the requested and necessary **PROOFS OF CLAIM (Discovery)** after receiving the said CAFV from the undersigned per your receipt and acceptance thereof.

As the Respondent, you are now at fault and you are in agreement and have stipulated to the terms of the undersigned's dated presentment through your dishonor should you fail to Cure by providing requested necessary **PROOF OF CLAIM**. You have the right to cure this fault and perform according to said terms within three (3) days from the postmark of this Notice.

Should you fail to cure your fault, this Notice and the undersigned's following **FINAL NOTICE OF DEFAULT/RES JUDICATA** will establish the fact in the record of your 'acceptance, agreement and general

acquiescence' to the matter established upon Respondents silence, pursuant to and relative to Article 1 Redress of Grievance Under The Ninth Amendment, Uniform Commercial Code, State Statute, Case Law and otherwise.

Thank you for your prompt attention to this matter.

Sincerely,

Francisco-Garibaldo: Perez

Francisco-Garibaldo: Perez©
Secured Party Creditor
Authorized Representative For And On Behalf Of
FRANCISCO GARIBALDO PEREZ
Without Prejudice

WITNESSES

We the undersigned Witnesses hereby STAND and Attest that Francisco-Garibaldo: Perez, signed this document on this 12 day of February, 2018, of his Own Free Will, as witnessed by Our Signatures below:

[Signature]
First Witness Signature

Address: P.O. Box 2104
Bishop, TX 78343

[Signature]
Second Witness Signature

Address: P.O. Box 321
Bishop, TX 78343

EXHIBIT "C"

PETITION FOR REDRESS OF GRIEVANCES IN THE NATURE OF A

PRIVATE INTERNATIONAL ADMINISTRATIVE REMEDY

CERTIFIED MAIL NO: [SEE ATTACHED]

Certified Mail Number: 71006 0810 0002 3526 3050

**PETITION FOR THE REDRESS OF GRIEVANCES
In the Nature of A
PRIVATE INTERNATIONAL ADMINISTRATIVE REMEDY**

To:
Attn: J. Manuel Banales (or his/her successor)
D.B.A. 105th District Court Kleberg County, Texas

CLERKS OFFICE
Kleberg County Clerk's Office
700 East Kleberg Ave
Kingsville, Texas 78363

From:
Secured Party/Creditor
Francisco-Garibaldo: Perez
c/o PO Box 264
Bishop, Texas
[near 78343]
Non-Domestic / Non-Assumpsit

**FINAL NOTICE OF DEFAULT
RES JUDICATA**

Declarant Francisco-Garibaldo: Perez, hereinafter known as "Declarant," or "Petitioner" states that he is competent to be a witness, that the Facts contained herein are True, Correct, Complete, and not misleading to the best of his firsthand knowledge and belief, under the penalties of perjury pursuant to the Laws of the De Jure united States of America.

STATEMENT OF FACT

A.) Respondent, in Respondent's Official Capacity as Chief Judge of The 105th District Court Kleberg County, Texas, was sent via Certified Mail Article Number: 7006 0810 0002 3526 2485, a PETITION FOR REDRESS OF GRIEVANCES in the nature of a CONDITIONAL ACCEPTANCE FOR VALUE, hereinafter CAFV, that granted Respondent Thirty days in which to respond to the Proofs of Claim contained therein.

B.) Petitioner received no response to the CAFV from Respondent and therefore, issued a NOTICE

OF DEFAULT AND OPPORTUNITY TO CURE/CONTEST ACCEPTANCE, via Certified Mail Article Number: 7004 0810 0002 3526 2846 which granted an additional three (3) days to Respondent to cure the above.

C.) Again, the Petitioner received no response from Respondent regarding the Opportunity to Contest His Acceptance, Admission of All Facts, and Full Agreement to all the "TERMS" contained within the CAFV, therefore the Petitioner issued the Respondent via Certified Mail Article Number: 7004 0810 0002 3526 3056 FINAL NOTICE OF DEFAULT/RES JUDICATA, declaring that via Respondents silent Acquiescence, the entire matter was now STARE DECISIS.

D.) Notice was provided to the Respondent within the CAFV that if he believed the CAFV raised questions of possible criminal activity involved in/under Civil Docket Number: 05-CRF-0070. (hereinafter CAN), as to the question of venue, jurisdiction, mis-application of statutes, laws, codes, and regulations that resulted in the unlawful conviction, of the Petitioner, that the Respondent was bound by the laws of the United States of America, the State of Texas, and Respondents oath, as the Chief judge of the 105th District Court Kleberg County, Texas, to execute an investigation into said possible criminal activity, and to provide proof to the Petitioner that an investigation had been initiated.

E.) The Respondent failed to provide any evidence of an Investigation being initiated, regarding any possible criminal activity under CAN.

F.) As an operation of Law, the Respondent is now in DEFAULT, admits total acceptance, and Full Agreement to all of the facts contained within the CAFV via Respondents silent acquiescence. The CAFV is now STARE DECISIS and may NOT be controverted in any future administrative, civil, judicial, or commercial process, and the following statements are "Admission of the Facts" contained within the CAFV, and is now the "TESTIMONY" of Respondent, Chief Judge of the 105th District Court Kleberg County, Texas Therefore, Respondent hereby admits:

1) That the CORPORATE" constitution of the UNITED STATES, and THE STATE OF TEXAS do not operate on the Declarant.

- 2) That the Declarant is not a "PARTY TO" Named therein or a Signatory to the "SOCIAL COMPACTS" know as THE UNITED STATES, and THE STATE OF TEXAS Constitutions.
 - 3) That the Declarant is not "NAMED THEREIN" any of THE STATE OF TEXAS statutes, laws, codes, and the like
 - 4) That THE UNITED STATES, and THE STATE OF TEXAS's Corporate Statutes, Laws, Codes, and the like, do not operate up the Declarant.
 - 5) That the Declarant does not have any "LIABILITY" to any Statutes, Laws, Codes, and the like, of the Corporate Governments of THE UNITED STATES, and THE STATE OF TEXAS.
 - 6) That the Declarant is not a Party to, named therein, or a Signatory to any Valid/Lawful Contract or Agreement with the Federal Corporate Government or any of it's sub-agencies/Corporations, i.e. THE STATE OF TEXAS.
 - 7) That Corporations (Artificial Entities, Ens Legis,, Constructs of Law) such as THE UNITED STATES, and THE STATE OF TEXAS, cannot attain parity with the Declarant who is a sentient living, breathing, flesh-and-blood man.
 - 8) That the People, as in "WE THE PEOPLE," as sighted in the Constitution of THE UNITED STATES, and in the enactment clauses of their Statutes, Laws, Codes, and the like, refers to the Living, Breathing, Sentient flesh-and blood men and women of the united States of America, and the Texas Republic, and not the "POPULAR LEADERS who call themselves THE PEOPLE."
 - 9) That the People of THE STATE OF TEXAS, i.e. the Living Breathing flesh-and-blood men and women or the Texas Republic, were not present at the commencement or throughout the entire proceedings held under CAN.
-

- 10) That the Judge and Prosecutor was only acting on behalf of THE CORPORATE STATE OF TEXAS, not on behalf of the living, breathing, flesh-and –blood men and women of the Texas Republic, and that the Judge and Prosecutor by acting only on behalf of the CORPORATE STATE OF TEXAS, therefore, violated the “Separation of Powers clauses” of THE UNITED STATES, and THE STATE OF TEXAS Constitutions.
- 11) That the Declarant is not, nor could be, a resident of a corporate fiction, such as the Corporation known as THE UNITED STATES, and THE STATE OF TEXAS, as they have no true sustenance not tangible existence on which one could reside, not is Declarant in a contract that binds him thereto.
- 12) That there is no clause within the Constitution of the CORPORATE STATE OF TEXAS, or THE UNITED STATES CORPORATION that can subject a Private Man or Woman (Sovereigns, that retain their Jurisdiction and Venue within themselves) to the Jurisdiction of any of their Corporate Statutes.
- 13) That THE UNITED STATES and THE STATE OF TEXAS laid down their Sovereignty and took on the character of a Private Citizen, when they, when they became a Corporation, and therefore, have no authority over Private Persons, i.e. flesh-and-blood men and women.
- 14) That proof was not provided that the Judge and Prosecutor under CAN, took their Oath of Office, therefore, their Oaths are suspect.
- 15) That, breathing, flesh-and –blood men and women's rights did exist before the organization (creation) of THE STATE OF TEXAS and THE UNITED STATES.
- 16) That THE UNITED STATES FEDERAL and THE STATE OF TEXAS Corporations, along with all its Corporate Sub-Divisions, are actually operating under a National Bankruptcy that was declared in 1933.

- 17) That THE UNITED STATES, and THE STATE OF TEXAS GOVERNMENTS are Insolvent, and thereby Dissolved of all Authority and Official Capacity, and are now acting only in name.
 - 18) That the Governors of the 50 STATES Pledged faith and credit of the American People as Sureties, by demanding that every American register their birth, thereby creating Corporations bearing their names in all capital letters, which turned every American flesh-and-blood man and women into Sureties/Accommodation Parties for those Corporate Entities.
 - 19) That the "CHARGE(S)" in CAN were laid upon the "CORPORATE FICTION", i.e. FRANCISCO GARIBALDO PEREZ, and not upon the flesh-and-blood man, known by the distinctive appellation of Angel-Luis: Martinez Jr, and that the liability was due imposed upon the flesh-and-blood man Francisco-Garibaldo: Perez without the existence of a contract/agreement that would make Him the Surety or an Accommodation Party for the "CORPORATE FICTION," therefore, fraud was committed by the Judge and Prosecutor under CAN.
 - 20) That all STATE AND FEDERAL Actions are Commercial, in accordance to 27 CFR Section 72.11 and therefore Dischargeable.
 - 21) That the Judge and Prosecutor under CAN
 - a. "KNEW" that they were acting beyond their Corporate Charter, and "DID NOT" have the Authority to violate any of the Good Faith.
 - b. were in fact enforcing the National Bankruptcy Emergency Contrivances by bringing Fraudulent Charge(s) upon, and then Unlawful Incapacitating the Declarant.
 - c. did post Indemnity Bonds to protect themselves from the Damages and injuries they were causing to the Declarant.
 - d. as well as "All Members" of the BAR, have lost/forfeited their United States Citizenship by becoming by becoming a member of the BAR, in accordance with the self-executing provisions of the 13th Article of the Organic Constitution for the united States of America.
-

- 22) That the Court under CAN was "NOT" a Court of Constitutional Due Process, but was instead, an Administrative Tribunal administering the National Bankruptcy via this case, and all cases brought before it.
 - 23) That the BAR Association is actually a British Organization that is an offshoot of the London Lawyers Guild, and that this Foreign Principle is controlling the Court's and Governmental Agencies associated therewith, i.e. such as all Judges, Attorneys, Officers, and the like.
 - 24) That the Judgment for CAN, was in fact "COMMERCIAL PAPER" that was deposited into a bank and/or converted into a depositable item for the commercial benefit of the Judge and Prosecutor, Court, COUNTY, THE STATE OF TEXAS, THE UNITED STATES, and/or the World Bank.
 - 25) That the Organic/De Jure Constitution for the Texas Republic, and the united States of America (1787), is not the Supreme Law that the CORPORATE STATE OF TEXAS, and the CORPORATE UNITED STATES operate under.
 - 26) That THE STATE OF TEXAS as well as the Judge and Prosecutor under CAN, were actually acting under a "CORPORATE CHARTER," (Corporate Statutes, Laws, Codes, and Regulations) and not under the Texas Republic's Constitution.
 - 27) That all Judges, Prosecutors, and Lawyers within THE STATE OF TEXAS's CORPORATE COURTS are required to be "Members of the BAR Association, and as which are given the title of Esquire, which is a violation of the "NO TITLES OF NOBILITY CLAUSE" Article 1, Sec. 9, Clause 8; and Article 1 Sec 10, Clause 1 of the Federal Constitution of THE UNITED STATES OF AMERICA INC. (1846).
 - 28) That under "BAR RULES," all Judges, Such as the one that presided over CAN has to be a "BAR ATTORNEY" which is a violation of Article 4 Sec. 4 of the Constitution for the united States of America (1787).
-

- 29) That the Judge and Prosecutor for CAN, were operating under a monopolized "RULING CLASS" which is operating under competing and conflicting interests, and has even been ruled unconstitutional by some of their fellow Judges.
- 30) That due to the numerous violation of the Texas Republic, and united States of America (1787) Constitutions, that any Jurisdiction, Authority, Decrees, Orders, Judgments, etc. under CAN, are now rendered completely VOID.
- 31) That U.S. DISTRICT COURT had no authority of Jurisdiction over the Declarant and therefore "UNLAWFULLY CONVICTED" the Declarant Francisco-Garibaldo: Perez, and should be released from all implications thereof immediately.
- 32) That the Declarant Francisco-Garibaldo: Perez, flesh-and-blood man, holds the only "SUPERIOR CLAIM" over the Ens Legis, Straw Man, Debtor, FRANCISCO GARIBALDO PEREZ, as indexed/recorded under state seal with the Arkansas SECRETARY OF STATE, UCC DIVISION Filing Number: 40000153198667, thereby securing all the Debtors property, including the Bid, Performance, and Payment Bonds issued by the U.S. DISTRICT COURT for CAN, and that Declarant has removed his exemption from the Bonds, thereby rendering them VOID and worthless, and has CALLED for the Bonds to be returned to him.
- 33) That the Judge and Prosecutor under CAN "COMMITTED" Constitutional Impermissible Mis-Application of Statutes, Laws, Codes, and the like, against the Declarant Francisco-Garibaldo: Perez, the, living breathing, flesh-and -blood man.
- 34) That the Judgment of Sentence rendered under CAN was "VOID" from its inception and that the Declarant should be immediately released of all implications, and may proceed with applicable remedy of choice, and that the Declarant is due Restitution for the years of lost wages, damages, and Injuries caused by the underlying Fraud of the Unlawful Judgment rendered by the U.S. DISTRICT COURT.
-

INQUIRIES/PROOF OF CLAIM

A copy of the CONDITIONAL ACCEPTANCE FOR VALUE/PROOFS OF CLAIM, NOTICE OF DEFAULT & OPPORTUNITY TO CURE, is attached hereto, containing the complete list of inquiries/proofs of claim submitted to Respondent, Chief Judge of the 105th District Court Kleberg County, Texas and the evidence of the Declarant exhausting of his Administrative Process.

NOTICE

Secured Party is authorized to register these non-negotiable documents in the Commercial Registry as PRIVATE PROPERTY FOR PRIVATE USE ONLY.

ACKNOWLEDGEMENT

In compliance with Title 28 U.S.C.A. Section 1746(1), and executed WITHOUT THE UNITED STATES, I affirm under the penalties of perjury, and the laws of the De Jure United States of America, that the foregoing is True, Correct, and Complete to the best of My Belief, and Informed Knowledge. And Further the Deponent Saith Not. I now affix My Signature and Official Seal to all of the Above Administrative Judgment with EXPLICIT RESERVATION OF ALL MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE TO ANY OF THOSE RIGHTS, in compliance with UCC § 1-308:

Francisco-Garibaldo Perez
Francisco-Garibaldo: Perez
Secured Party Creditor
Authorized Representative For And On Behalf Of
FRANCISCO GARIBALDO PEREZ
Without Prejudice

WITNESSES

We the undersigned Witnesses hereby STAND and Attest that Francisco-Garibaldo: Perez, signed this document on this 16th day of MARCH, 2018, of his Own Free Will, as witnessed by Our Signatures below:

Jose-Garibaldo Perez

First Witness Signature

Address: P.O. Box 264
Bishop, TX 78343

Leticia Perez Ramirez

Second Witness Signature

Address: P.O. Box 321
Bishop, TX 78343

Certified Mail Number: 7006 0810 00023526 2923

**PETITION FOR THE REDRESS OF GRIEVANCES
In the Nature of A
PRIVATE INTERNATIONAL ADMINISTRATIVE REMEDY**

To:
Attn: Carlos Valdez (or his successors)
D.B.A. STATE OF TEXAS
DA'S OFFICE
Kleberg County District Attorney
PO Box 1471
Kingsville, Texas 78364

From:
Secured Party/Creditor
Francisco-Garibaldo: Perez
c/o PO Box 264
Bishop, Texas
[near 78343]
Non-Domestic / Non-Assumpsit

**FINAL NOTICE OF DEFAULT
RES JUDICATA**

Declarant Francisco-Garibaldo: Perez, hereinafter known as "Declarant," or "Petitioner" states that he is competent to be a witness, that the Facts contained herein are True, Correct, Complete, and not misleading to the best of his firsthand knowledge and belief, under the penalties of perjury pursuant to the Laws of the De Jure united States of America.

STATEMENT OF FACT

- A.) Respondent, in Respondent's Official Capacity as STATE OF TEXAS AGENT of the State of Texas, was sent via Certified Mail Article Number: 7006 0810 00023526 2923 PETITION FOR REDRESS OF GRIEVANCES in the nature of a CONDITIONAL ACCEPTANCE FOR VALUE, hereinafter CAFV, that granted Respondent Thirty days in which to respond to the Proofs of Claim contained therein.
- B.) Petitioner received no response to the CAFV from Respondent and therefore, issued a NOTICE OF DEFAULT AND OPPORTUNITY TO CURE/CONTEST ACCEPTANCE, via Certified Mail Article Number: 7006 0810 00023526 2893 which granted an additional three (3) days to Respondent to cure the above.
- C.) Again, the Petitioner received no response from Respondent regarding the Opportunity to Contest His Acceptance, Admission of All Facts, and Full Agreement to all the "TERMS" contained within the CAFV, therefore the Petitioner issued the Respondent via Certified Mail Article Number: 7006 0810 00023526 2923, a FINAL NOTICE OF DEFAULT/RES JUDICATA, declaring that via Respondents silent Acquiescence, the entire matter was now STARE DECISIS.

- D.) Notice was provided to the Respondent within the CAFV that if he believed the CAFV raised questions of possible criminal activity involved in/under Civil Docket Number: 05-CRF-0070. (hereinafter CAN), as to the question of venue, jurisdiction, mis-application of statutes, laws, codes, and regulations that resulted in the unlawful conviction, of the Petitioner, that the Respondent was bound by the laws of the United States of America, the State of Texas, and Respondents oath, as the STATE OF TEXAS AGENT of the State of Texas, to execute an investigation into said possible criminal activity, and to provide proof to the Petitioner that an investigation had been initiated.
- E.) The Respondent failed to provide any evidence of an Investigation being initiated, regarding any possible criminal activity under CAN.
- F.) As an operation of Law, the Respondent is now in DEFAULT, admits total acceptance, and Full Agreement to all of the facts contained within the CAFV via Respondents silent acquiescence. The CAFV is now STARE DECISIS and may NOT be controverted in any future administrative, civil, judicial, or commercial process, and the following statements are "Admission of the Facts" contained within the CAFV, and is now the "TESTIMONY" of Respondent, STATE OF TEXAS AGENT of the State of Texas. Therefore, Respondent hereby admits:
- 1) That the CORPORATE" constitution of the UNITED STATES, and THE STATE OF TEXAS do not operate on the Declarant.
 - 2) That the Declarant is not a "PARTY TO" Named therein or a Signatory to the "SOCIAL COMPACTS" know as THE UNITED STATES, and THE STATE OF TEXAS Constitutions.
 - 3) That the Declarant is not "NAMED THEREIN" any of THE STATE OF TEXAS statutes, laws, codes, and the like
 - 4) That THE UNITED STATES, and THE STATE OF TEXAS's Corporate Statutes, Laws, Codes, and the like, do not operate up the Declarant.
 - 5) That the Declarant does not have any "LIABILITY" to any Statutes, Laws, Codes, and the like, of the Corporate Governments of THE UNITED STATES, and THE STATE OF TEXAS.

- 6) That the Declarant is not a Party to, named therein, or a Signatory to any Valid/Lawful Contract or Agreement with the Federal Corporate Government or any of it's sub-agencies/Corporations, i.e. THE STATE OF TEXAS.
- 7) That Corporations (Artificial Entities, Ens Legis,, Constructs of Law) such as THE UNITED STATES, and THE STATE OF TEXAS, cannot attain parity with the Declarant who is a sentient living, breathing, flesh-and-blood man.
- 8) That the People, as in "WE THE PEOPLE," as sighted in the Constitution of THE UNITED STATES, and in the enactment clauses of their Statutes, Laws, Codes, and the like, refers to the Living, Breathing, Sentient flesh-and blood men and women of the united States of America, and the Texas Republic, and not the "POPULAR LEADERS who call themselves THE PEOPLE."
- 9) That the People of THE STATE OF TEXAS, i.e. the Living Breathing flesh-and-blood men and women or the Texas Republic, were not present at the commencement or throughout the entire proceedings held under CAN.
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- 13) That THE UNITED STATES and THE STATE OF TEXAS laid down their Sovereignty and took on the character of a Private Citizen, when they, when they became a Corporation, and therefore, have no authority over Private Persons, i.e. flesh-and-blood men and women.

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 - 17) That THE UNITED STATES, and THE STATE OF TEXAS GOVERNMENTS are Insolvent, and thereby Dissolved of all Authority and Official Capacity, and are now acting only in name.
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 - 19) That the "CHARGE(S)" in CAN were laid upon the "CORPORATE FICTION", i.e. FRANCISCO GARIBALDO PEREZ, and not upon the flesh-and-blood man, known by the distinctive appellation of Francisco-Garibaldo: Perez, and that the liability was due imposed upon the flesh-and-blood man Francisco-Garibaldo: Perez without the existence of a contract/agreement that would make Him the Surety or an Accommodation Party for the "CORPORATE FICTION," therefore, fraud was committed by the Judge and Prosecutor under CAN.
 - 20) That all STATE AND FEDERAL Actions are Commercial, in accordance to 27 CFR Section 72.11 and therefore Dischargeable.
 - 21) That the Judge and Prosecutor under CAN
 - a. "KNEW" that they were acting beyond their Corporate Charter, and "DID NOT" have the Authority to violate any of the Good Faith,
 - b. were in fact enforcing the National Bankruptcy Emergency Contrivances by bringing Fraudulent Charge(s) upon, and then Unlawful Incapacitating the Declarant.
-

- c. did post Indemnity Bonds to protect themselves from the Damages and injuries they were causing to the Declarant.
 - d. as well as "All Members" of the BAR, have lost/forfeited their United States Citizenship by becoming by becoming a member of the BAR, in accordance with the self-executing provisions of the 13th Article of the Organic Constitution for the united States of America.
- 22) That the Court under CAN was "NOT" a Court of Constitutional Due Process, but was instead, an Administrative Tribunal administering the National Bankruptcy via this case, and all cases brought before it.
- 23) That the BAR Association is actually a British Organization that is an offshoot of the London Lawyers Guild, and that this Foreign Principle is controlling the Court's and Governmental Agencies associated therewith, i.e. such as all Judges, Attorneys, Officers, and the like.
- 24) That the Judgment for CAN, was in fact "COMMERCIAL PAPER" that was deposited into a bank and/or converted into a depositable item for the commercial benefit of the Judge and Prosecutor, Court, COUNTY, THE STATE OF TEXAS, THE UNITED STATES, and/or the World Bank.
- 25) That the Organic/De Jure Constitution for the Texas Republic, and the united States of America (1787), is not the Supreme Law that the CORPORATE STATE OF TEXAS, and the CORPORATE UNITED STATES operate under.
- 26) That THE STATE OF TEXAS as well as the Judge and Prosecutor under CAN, were actually acting under a "CORPORATE CHARTER," (Corporate Statutes, Laws, Codes, and Regulations) and not under the TexasRepublic's Constitution.
- 27) That all Judges, Prosecutors, and Lawyers within THE STATE OF TEXAS's CORPORATE COURTS are required to be "Members of the BAR Association, and as which are given the title of Esquire, which is a violation of the "NO TITLES OF NOBILITY CLAUSE" Article 1, Sec. 9, Clause 8; and Article 1 Sec 10, Clause 1 of the Federal Constitution of THE UNITED STATES OF AMERICA INC. (1846).
- 28) That under "BAR RULES," all Judges, Such as the one that presided over CAN has to be a "BAR ATTORNEY" which is a violation of Article 4 Sec. 4 of the Constitution for the united States of America (1787).
-

- 29) That the Judge and Prosecutor for CAN, were operating under a monopolized "RULING CLASS" which is operating under competing and conflicting interests, and has even been ruled unconstitutional by some of their fellow Judges.
- 30) That due to the numerous violation of the Texas Republic, and United States of America (1787) Constitutions, that any Jurisdiction, Authority, Decrees, Orders, Judgments, etc. under CAN, are now rendered completely VOID.
- 31) That U.S. DISTRICT COURT had no authority of Jurisdiction over the Declarant and therefore "UNLAWFULLY CONVICTED" the Declarant Francisco-Garibaldo: Perez, and should be released from all implications thereof immediately.
- 32) That the Declarant Francisco-Garibaldo: Perez, flesh-and-blood man, holds the only "SUPERIOR CLAIM" over the Ens Legis, Straw Man, Debtor, FRANCISCO GARIBALDO PEREZ, as indexed/recorded under state seal with the Arkansas SECRETARY OF STATE, UCC DIVISION Filing Number: 40000153198667, thereby securing all the Debtors property, including the Bid, Performance, and Payment Bonds issued by the U.S. DISTRICT COURT for CAN, and that Declarant has removed his exemption from the Bonds, thereby rendering them VOID and worthless, and has CALLED for the Bonds to be returned to him.
- 33) That the Judge and Prosecutor under CAN "COMMITTED" Constitutional Impermissible Mis-Application of Statutes, Laws, Codes, and the like, against the Declarant Francisco-Garibaldo: Perez, the, living breathing, flesh-and-blood man.
- 34) That the Judgment of Sentence rendered under CAN was "VOID" from its inception and that the Declarant should be immediately released of all implications, and may proceed with applicable remedy of choice, and that the Declarant is due Restitution for the years of lost wages, damages, and Injuries caused by the underlying Fraud of the Unlawful Judgment rendered by the U.S. DISTRICT COURT.

INQUIRIES/PROOF OF CLAIM

A copy of the CONDITIONAL ACCEPTANCE FOR VALUE/PROOFS OF CLAIM, NOTICE OF DEFAULT & OPPORTUNITY TO CURE, is attached hereto, containing the complete list of inquiries/proofs of claim submitted to Respondent, STATE OF TEXAS AGENT Carlos Valdez (or his successor) for the State of Texas and the evidence of the Declarant exhausting of his Administrative Process.

NOTICE

Secured Party is authorized to register these non-negotiable documents in the Commercial Registry as PRIVATE PROPERTY FOR PRIVATE USE ONLY.

ACKNOWLEDGEMENT

In compliance with Title 28 U.S.C.A. Section 1746(1), and executed WITHOUT THE UNITED STATES, I affirm under the penalties of perjury, and the laws of the De Jure United States of America, that the foregoing is True, Correct, and Complete to the best of My Belief, and Informed Knowledge. And Further the Deponent Saith Not. I now affix My Signature and Official Seal to all of the Above Administrative Judgment with EXPLICIT RESERVATION OF ALL MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE TO ANY OF THOSE RIGHTS, in compliance with UCC § 1-308:

Francisco Garibaldo Perez
Francisco-Garibaldo: Perez
Secured Party Creditor
Authorized Representative For And On Behalf Of
FRANCISCO GARIBALDO PEREZ
Without Prejudice

WITNESSES

We the undersigned Witnesses hereby STAND and Attest that Francisco-Garibaldo: Perez, signed this document on this 14 day of March, 2018, of his Own Free Will, as witnessed by Our Signatures below:

Sara-Jennifer Rodriguez
First Witness Signature

Address: P.O. Box 2001
Richmond, VA 23261

Sara-Jennifer Rodriguez
Second Witness Signature

Address: P.O. Box 2001
Richmond, VA 23261

EXHIBIT "D"

FILED STAMP COPY OF UCC-1



Mark Martin
Arkansas Secretary of State
Business and Commercial Services Division

UCC Transmitting Utility - Initial

Date Filed: 8/3/2017 10:00 AM

Page(s): 12

Filing ID : 40000153198667
Document ID : 8958756001

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Francisco- Garibaldo: Perez c/o P.O Box 264 Bishop, Texas [78343] Non-Domestic / Non-Assumpsit

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
FRANCISCO GARIBALDO PEREZ TRUST®				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
703 W FIFTH ST		BISHOP	TX	78343 USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
FRANCISCO GARIBALDO PEREZ; NON-ADVERSE; NON-BELLIGERENT; NON-COMBATANT PRIVATE FOUNDATION				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
703 W FIFTH ST		BISHOP	TX	78343 USA

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Perez	Francisco-Garibaldo:		
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
c/o P.O. Box 264		Bishop	Texas	78343 1 uSA

4. **COLLATERAL:** This financing statement covers the following collateral:

This is the entry of collateral by Trustee/Secured Party on behalf of the Trust/Estate; FRANCISCO GARIBALDO PEREZ TRUST® in the Commercial Chamber under necessity to secure the rights, title(s), interest and value therefrom, in and of the Root of Title from inception, as well as all property held in trust including but not limited to DNA, cDNA, cell lines, retina scans, fingerprints and all Debentures, Indentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditaments, res, the energy and all products derived therefrom nunc pro tunc, contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' Ens legis/Trust/Estate described as the debtor and all property is accepted for value and is Exempt from levy. Lien places on debtor entities is for all outstanding property still owed but not yet returned to trust from entities such as municipalities, governments and the like, not on trust entity itself. Trustee is not surety to any account by explicit reservation/indemnification. The following property is hereby registered and liened in the same: All Certificates of Birth Document 12707-3/0000021382, SSN/UCC Contract Trust Account-prepaid account Number: 463-71-1108; Exemption Identification Number: 463711108, is herein liened and claimed at a sum certain \$100,000,000.00, also registered: Security Agreement No. 11061974-FGP-SA, Hold Harmless & Indemnity Agreement No. 11061974-FGP-HHIA, Copyright under item no.: 11061974-FGP-CLC Adjustment of this filing is in accord with both public policy and the national Uniform Commercial Code. Trustee/Secured Party, Francisco- Garibaldo: Perez, is living flesh and blood sojourning upon the soil of the land known as Texas, and not within fictional boundaries, territories nor jurisdiction of any fictional entity including fictional Federal geometric plane(s). Trespass by any agent(s) foreign or domestic, by such in any scheme or artifice to defraud. Full reverence and by ALL AGENTS and Corporations is unambiguously demanded and required. Culpa est immiscere se rel ad se non pertienti. All property currently

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☒ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION (if applicable):** ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☒ Bailor/Bailor ☐ Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA:**

Date: 06-25-2017

Signature: Francisco-Garibaldo: Perez

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

FRANCISCO GARIBALDO PEREZ TRUST®

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

held are outstanding belongs to the Trust administered by Trustee/Secured Party, Title 46 USC 31343 and Article 1 and 5 of the International Convention on Maritime Liens and Mortgages 1993, Held at the Palais Des Nations, Geneva, From April 19 to May 5, 1992 United Nations (UN). This Maritime Lien is under safe harbor and sinking funds provisions through the prescription of Law of Necessity and the doctrines of unconscionably and La Mort Saisit Le Vif in accordance with Applicable Law, Cardinal Orders, Ordinal Orders, and Commercial Standards.

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT "E"

FILED COPY OF TRUST

2017

FRANCISCO GARIBALDO PEREZ TRUST

DOCUMENTS INCLUDED

ARTICLES OF TRUST
CERTIFICATE OF TRUST

703 W FIFTH ST, BISHOP, TX, 78343
lettyr8@yahoo.com 361-246-0001

Page 1 of 5

ABSTRACT OF TRUST

Section I: Trust Information

Trust Information and Dates

- a. The Trust is legally named "FRANCISCO GARIBALDO PEREZ Trust"
- b. The trust is Irrevocable
- c. This trust was established June 6, 2017 at:
703 W FIFTH ST, BISHOP, TX, 78343.
- d. This trust has not been amended.
- e. The EIN of this trust is _____

Section II: Trustee Information

Current Acting Trustee(s)

- a. Francisco-Garibaldo: Perez, TTEE
- b. Sara Garibaldo Perez, TTEE

The Trust requires unanimous consent among the Trustee(s) to establish an account with respect to Trust assets, but only one trustee is required to be an authorized account manager.

Section III: Beneficiary Information

The Certificate Holders are:

- a. Zachariah Blake Perez

CERTIFICATION OF TRUST

This Certification of Trust was created June 6, 2017. The Trust has been legally created as an Irrevocable Trust. All rights and title to the assets and income of this Trust is vested solely in the Board of Trustees.

We Francisco-Garibaldo: Perez, TTEE and Sara Garibaldo Perez, TTEE certify that we are the trustees of a trust entitled FRANCISCO GARIBALDO PEREZ TRUST, created by Declaration of Trust dated June 6, 2017.

We the undersigned, as the current acting Trustees declare and certify to this financial institution:

1. We declare that I have full authority under the above referenced Trust to sign on behalf of the Trust and to open and close accounts, perform deposits, withdraw, and transfer funds on behalf of the Trust.
2. We declare that I have full authority under the above referenced trust to open, enter and remove contents and close safe deposit boxes and open or close accounts.
3. Without limiting the foregoing specifically, we have the authority to open accounts, perform deposits, and withdraw funds, transfer funds, and close accounts at the aforesaid bank.
4. The Trustee will not direct aforesaid bank to take any action unless the Trustee has the power to act and such powers are properly exercised.
5. Pursuant to the terms of the Trust, the Trustee has the power to contract for banking and other financial services and to transfer, purchase and/or sell financial assets and investments, including securities.
6. If requested, we will provide Bank with copies of excerpts of the original Trust instrument and amendments designating the Trustee and/or other powers conferred on Trustee in support of a pending transaction under this certification.
7. The trust has not been revoked, modified or amended in any manner which would cause the representations contained in this certification to be incorrect.
8. All information contained in this certification is true and correct, and you (Aforesaid Bank), as a third party conducting business with the Trustee may rely on this information until you receive written notice of any changes signed by the Trustee.
9. The Trustees may sign for an Electronic Debit Card and/or Credit Card.
10. In addition to the above powers, the Trustee has the following authorities:
 - a. The authority to grant power of attorney.
 - b. The authority to encumber trust property.
 - c. The authority to authorize borrowing on behalf of the trust.
 - d. The authority to appoint a general manager as signer on trust accounts.
11. We agree to defend, indemnify and hold aforesaid Bank harmless from any and all claims, demands, liabilities, costs or expense, including, but not limited to reasonable attorney's fees which it may suffer or incur by any reason of its reliance upon any statement contained herein.

12. This organizational document and all Trust business will be kept private, protected by the privacy act of 1974. Title 5 U.S.C. 552(a), the fourth and fifth Amendments of the Constitution for the United States of America, the common law privacy rights available in the United States of America and every other applicable jurisdiction.

We declare under penalty of perjury under the laws of the united states of America that the foregoing is true and correct.

Executed this June 6, 2017.

I as the executive trustee certify and verify that this document is true and correct to the best of my knowledge under notary seal:

Francisco-Garibaldo Perez, TTEE
Francisco-Garibaldo: Perez, TTEE, Executive Trustee

This document is executed under the penalty of perjury; [in nature of 28 U.S.C. § 1746(1)] expressly without UNITED STATES, [i.e., "28 U.S.C. § 3002(15)(A); U.C.C. § 9-307(h); U.S.C.A. Const. Art. 1:8:17- 18,"] Administered by a commissioned officer, i.e., Notary Public in accordance who is also acknowledging same [in accordance Fed.R.Evid. 902(1)(B)].

JURAT

County of Adams)
Colorado State) Scilicet

SUBSCRIBED AND SWORN TO before me this 25th day of June A.D. 2017.

[Signature]
Notary Public Signature

Seal

My Commission Expires May 16, 2021

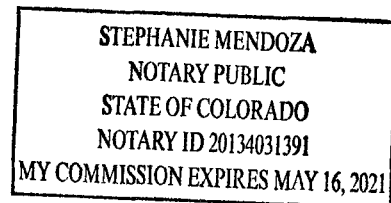


EXHIBIT "F"

COPY OF FILED DISCHARGED BIRTH CERTIFICATE

SENT TO THE US TREASURY DEPARTMENT


C.E.G. Ginter, A.D.
Bishop, Texas
LOCAL REGISTRAR'S SIGNATURE

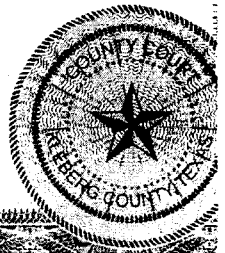
ACCEPTED FOR VALUE & HONOR EXEMPT FROM LEVY
FOR REMEDY ACCOUNTS
IMMEDIATELY IN THE ACCORDANCE WITH PUBLIC POLICY,
CHAP. 48, 49 STAT. UCC 7-102 AND UCC 7-104
UCC CONTRACT ID# 463711108
VALUE \$ 100,000.00
SIGNATURE TRANSFER

DATE 8-27-10
Gambard, Peter Lee



11-1-2016


Stephanie G. Garza
County Clerk/Local Registrar





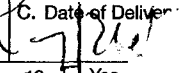

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

EXHIBIT "G"

NOTICE OF AFFIDAVIT SENT TO CLERK OF COURTS

SENT TO THE US TREASURY DEPARTMENT

FILED COPY OF DISCHARGED BONDS

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>												
<p>1. Article Addressed to:</p> <p>THE STATE OF TEXAS D/B/A: 105th District Court Kleberg County Texas ATTN: Cler K Kingsville 700 E Kleberg Ave, TX 78363</p>	<p>B. Received by (Printed Name)  C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>												
 9590 9402 3926 8060 6378 75	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<p>2. Article Number (Transfer from service label)</p> <p>7017 1450 0001 3910 2023</p>	<p><input type="checkbox"/> Restricted Delivery</p>												

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



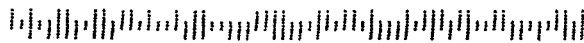
9590 9402 3926 8060 6378 75

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Francisco - Garibaldi Perez
c/o General Delivery
P.O. Box 264
Bishop, TX 78343

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



ALL REQUEST AND ANY/ALL RESPONSES

MUST BE ADDRESSED AS FOLLOWS:

Francisco-Garibaldo: Perez

C/O General Delivery

PO Box 264

Bishop, Texas [78343]

CERTIFIED MAIL NUMBER: 70171450000139102023

TO:

THE STATE OF TEXAS

D/B/A: 105TH DISTRICT COURT KLEBERG COUNTY TEXAS

Attn: Clerk

700 East Kleberg Ave

Kingsville, Texas [78363]

AFFIDAVIT OF NOTICE

RE: CAUSE NUMBER: 05-CRF-0070

To Whom Concern

Enclosed is the Original U.C.C. Filing 40000153198667 for Cause 05-CRF-0070.

Please be advised that the Secured Party Creditor has Accepted For Value as I'm now Holder-In-Due-Course of any/all Document(s).

THEREFORE, I hereby revoke and rescind my signature for good cause off any/all document(s) as identified above, and hereby revoke any and all Power of Attorney held by the State of "Texas" over my Personal and/or Property. This Document is the preparation of the undersigned.

Please send confirmation of such adjustment(s) as well as please return a Time Stamp copy back to me at the above address as an extra copy is being sent as well.

I'm thanking you in advance for your time in this matter.

DATED AND EXECUTED by my own hand 11 this Day of July 2018.

Enclosed: Filed Copy of UCC-1

Filed Copy of Trust

Filed Copy of UCC-3

Bill of Exchange

Respectfully

Francisco-Garibaldo: Perez

All Rights Reserve "without prejudice"

Francisco-Garibaldo: Perez©

Secured Party, Authorized Representative,

Attorney in Fact In behalf of the DEBTOR: FRANCISCO GARIBALDO PEREZ

CERTIFICATE OF SERVICE

I, Francisco-Garibaldo: Perez© sent two sets of copies of Notice of Discharge via Certified Mail
7017145000139102023 to the following:

To:

THE STATE OF TEXAS

D/B/A: 105TH DISTRICT COURT KLEBERG COUNTY TEXAS

Attn: Clerk

700 East Kleberg Ave

Kingsville, Texas [78363]

On this 11 day of July 2018

Francisco-Garibaldo: Perez

Francisco-Garibaldo: Perez© In Propria Persona

THIS PROPERTY IS
ACCEPTED FOR VALUE AND
EXEMPT FROM LEVY

Francisco Garibaldo Perez

Francisco-Garibaldo: Perez©

July 11, 2018

DATE

Employer ID: 46-3711108

Invoice Number: Cause: 05CRF0070-FGP

Accounting Information: Cause: 05CRF0070-FGP

Attached Receipts ()

NO. 05-CRF-0070

THE STATE OF TEXAS VS. FRANCISCO PEREZ
IN THE 105TH DISTRICT COURT
KLEBERG COUNTY, TEXAS
JUDGMENT NUNC PRO TUNC

This day came on to be heard the State's Motion requesting that a judgment and sentence nunc pro tunc be entered upon the minutes of the Court, and the Court having heard the motion is of the opinion that said motion should be granted. It is THEREFORE, CONSIDERED, ORDERED, and ADJUDGED by the Court that the following judgment and sentence which was rendered herein on the 2ND day of AUGUST, 2005, by this Court and attached as Exhibit 1, but which was not then correctly entered upon the minutes of this Court, be now correctly entered upon the minutes of this Court.

The old order was in error that the FINDINGS ON USE OF DEADLY WEAPON: NOT APPLICABLE was not listed. The Court has now corrected the order to read as follows: YES, A FIREARM OR OTHER DEADLY WEAPON WAS USED IN THE COMMISSION OF THE OFFENSE. This order corrects the JUDGMENT OF CONVICTION in this cause, which was signed on AUGUST 04, 2005, and is made for the purpose of correcting the original judgment as to FINDINGS ON USE OF DEADLY WEAPON only.

Upon review of the jury charges, indictment, and verdict form, the State has determined that the judgment does not accurately reflect the jury's finding that the defendant was guilty as charged in the indictment, which would include a deadly weapon finding, as set out in exhibits 2-5. Therefore, a Judgment Nunc Pro Tunc is appropriate in this cause.

This order is signed on the 4th day of March, 2018, but shall be treated as if signed on AUGUST 04, 2005.

JACK W. BLECHER
JUDGE PRESIDING

NO. 05-CRF-0070

THE STATE OF TEXAS VS. FRANCISCO PEREZ

IN THE 105TH DISTRICT COURT

KLEBERG COUNTY, TEXAS

JUDGMENT ON JURY VERDICT OF GUILTY
PUNISHMENT FIXED BY COURT OR JURY -- NO PROBATION GRANTED

JDG13.JDG

a. Synopsis Of The Judgment

Judge Presiding: J. MANUEL BANALES Date Of Judgment: AUGUST 2, 2005

Attorney For State: CARLOS VALDEZ Attorney For Defendant: JE RAMOS

Offense Convicted Of: ATTEMPTED CAPITAL MURDER Degree: FIRST Date Offense Committed: AUGUST 9, 2003

Charging Instrument: [REDACTED]

Plea: NOT GUILTY

Jury verdict: Foreman: TERRY J. SCHLOMACH

Plea To Enhancement: NOT APPLICABLE
First previous conviction: NOT APPLICABLE
Second previous conviction: NOT APPLICABLE
Finding first previous conviction: NOT APPLICABLE
Finding second previous conviction: NOT APPLICABLE

Findings On Use Of Deadly Weapon: NOT APPLICABLE

Punishment Assessed By: Jury

Date Sentence Imposed: AUGUST 2, 2005 Costs: [REDACTED]

Punishment And Place Of Confinement:
Term Of Confinement: SIXTY (60) YEARS
Fine: \$10,000
Place Of Confinement: INSTITUTIONAL DIVISION OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Date To Commence: AUGUST 2, 2005

Time Credited: FIVE (5) DAYS Total Amount Of Restitution/Reparation: -0-

CONCURRENT UNLESS OTHERWISE SPECIFIED.

SX-1

Judgment Page 2

State of Texas vs. FRANCISCO PEREZ
Cause No. 05-CRF-0070

Text of the Judgment

This case was called for trial on AUGUST 1, 2005. Both parties appeared and announced ready for trial. The following attorneys appeared: for the State - CARLOS VALDEZ; for the defendant - JE RAMOS.

A jury of twelve was selected and sworn. The indictment was read in the presence of the jury. The defendant entered a plea of NOT GUILTY to the jury to the offense charged. Evidence was submitted to the jury on the issue of guilt and special issues. The jury received the court's charge, heard the arguments of counsel, and retired to determine its verdict.

On AUGUST 2, 2005, the jury returned the following verdict:

"We, the Jury, find the defendant, FRANCISCO PEREZ, guilty of the offense of Attempted Capital Murder as charged in the indictment."

Defendant is elected to have the jury assess punishment. Evidence was submitted on the issue of punishment. The jury received the court's charge on the issue of punishment, heard the arguments of counsel, and retired to determine its verdict.

On AUGUST 2, 2005, the jury returned the following verdict on punishment:

"We, the Jury, having found the Defendant, FRANCISCO PEREZ, guilty of the offense of ATTEMPTED CAPITAL MURDER as alleged in the indictment, assess the Defendant's punishment at imprisonment in the Institutional Division of the Texas Department of Criminal Justice for SIXTY (60) years [write in Life or a term of not more than 99 Years or less than 5 years, inclusive], and, in addition by a fine of \$10,000.00 [write in an amount not to exceed \$10,000.00; if no fine is assess, write 0 or "none"].

/s/TERRY J. SCHLOMACH
PRESIDING JUROR

It is ordered, adjudged, and decreed by the Court in accordance with the jury's verdict, that the defendant, FRANCISCO PEREZ, is GUILTY of the offense of ATTEMPTED CAPITAL MURDER, a felony of the FIRST DEGREE; that he be punished by confinement in

Judgment Page 3

State of Texas vs. FRANCISCO PEREZ
Cause No. 05-CRF-0070

the INSTITUTIONAL DIVISION OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE for a TERM of SIXTY (60) YEARS, and by a FINE of \$10,000; that he make restitution to the victim in the amount of -0-; and that the State of Texas have and recover of the defendant all costs for this prosecution in the amount of _____ for which let execution issue.

The court further finds beyond a reasonable doubt that the offense of which the defendant has been found guilty was committed on AUGUST 9, 2003.

Other findings:

Before pronouncing sentence, the defendant was asked if there was any reason why sentence should not be pronounced. The defendant gave no reason to prevent sentencing. In open court, in the presence of defendant and defendant's counsel, the court pronounced sentence as follows:

It being the judgment of this court that the defendant, FRANCISCO PEREZ, is guilty of the offense of ATTEMPTED CAPITAL MURDER and that his punishment is confinement in the INSTITUTIONAL DIVISION OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE for a term of SIXTY (60) YEARS and a fine of \$10,000, it is the order of this Court that the punishment be carried into execution in the manner prescribed by law. The Sheriff of Kleberg County, or an authorized agent of the State of Texas, is hereby ordered to deliver defendant to the INSTITUTIONAL DIVISION OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE to begin serving his term of confinement. The State of Texas shall have and recover of Defendant the fine and costs of this prosecution, for which let execution issue against defendant's property. Defendant is remanded to jail to await his transfer to the penitentiary.

Sentence was pronounced on AUGUST 2, 2005.

Sentence is to commence on AUGUST 2, 2005.

It is further ordered that the defendant be given FIVE (5) DAYS CREDIT on his sentence for time spent in jail in this case between the date of his arrest and the date of sentencing.

DATE SIGNED: AUG 04 2005


J. MANUEL BANALES
JUDGE PRESIDING

TRN:

FBI NO.

DPS NO. TX05296111

D.O.B. 11-06-74

DATE OF ARREST:

ARRESTING AGENCY: KLEBERG COUNTY SHERIFF'S DEPARTMENT

BONDS \$100,000 By: *WIC*

NO.

05-CRF-0070

FILED

2005 FEB 17 PM 1:35

MARIA I. SOLIZ
DIST. CLERK KLEBERG CTY.

DEPUTY

THE STATE OF TEXAS VS. FRANCISCO PEREZ

CHARGE: ATTEMPTED CAPITAL MURDER

STATUTE: TEXAS PENAL CODE SECTION 15.01 & 19.03

DEGREE: FIRST

COURT: 105TH JUDICIAL DISTRICT

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS:

The duly organized Grand Jury of Kleberg County, Texas, presents in the District Court of Kleberg County, Texas, that FRANCISCO PEREZ, defendant, on or about AUGUST 9, 2003, at a place in Kleberg County, Texas, did then and there with the specific intent to commit the offense of murder against ALBERT BENITEZ, intentions and knowingly do the act of shooting a firearm at Albert Benitez and that this act amounted to more than mere preparation which tended but failed to effect the commission of said offense, for remuneration or the promise of remuneration from Elizabeth Reynolds, to wit: a check for \$2,000.00; against the peace and dignity of the State.

Jason Parker
FOREMAN OF THE GRAND JURY

02-17-05
DATE SIGNED

SX-2

EXHIBIT "A"

FILED COPY OF UCC-1

Filed Copy of Form 56 & W8BEN



Mark Martin
Arkansas Secretary of State
Business and Commercial Services Division

UCC Transmitting Utility - Initial

Date Filed: 8/3/2017 10:00 AM

Page(s): 12

Filing ID : 40000153198667
Document ID : 8958756001

UCC FINANCING STATEMENT**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> <p>Francisco- Garibaldo: Perez c/o P.O Box 264 Bishop, Texas [78343] Non-Domestic / Non-Assumpsit</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
FRANCISCO GARIBALDO PEREZ TRUST®				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
703 W FIFTH ST	BISHOP	TX	78343	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
FRANCISCO GARIBALDO PEREZ; NON-ADVERSE; NON-BELLIGERENT; NON-COMBATANT PRIVATE FOUNDATION				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
703 W FIFTH ST	BISHOP	TX	78343	USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Perez	Francisco-Garibaldo:		
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o P.O Box 264	Bishop	Texas	78343 1	uSA

4. COLLATERAL: This financing statement covers the following collateral:

This is the entry of collateral by Trustee/Secured Party on behalf of the Trust/Estate; FRANCISCO GARIBALDO PEREZ TRUST® in the Commercial Chamber under necessity to secure the rights, title(s), interest and value therefrom, in and of the Root of Title from inception, as well as all property held in trust including but not limited to DNA, cDNA, cell lines, retina scans, fingerprints and all Debentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditaments, res, the energy and all products derived therefrom nunc pro tunc, contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' Ens legis/Trust/Estate described as the debtor and all property is accepted for value and is Exempt from levy. Lien places on debtor entities is for all outstanding property still owed but not yet returned to trust from entities such as municipalities, governments and the like, not on trust entity itself. Trustee is not surety to any account by explicit reservation/indemnification. The following property is hereby registered and lien in the same: All Certificates of Birth Document 12707-3/0000021382, SSN/UCC Contract Trust Account-prepaid account Number: 463-71-1108; Exemption Identification Number: 463711108, is herein lien and claimed at a sum certain \$100,000,000.00, also registered: Security Agreement No. 11061974-FGP-SA, Hold Harmless & Indemnity Agreement No. 11061974-FGP-HHIA, Copyright under item no.: 11061974-FGP-CLC Adjustment of this filing is in accord with both public policy and the national Uniform Commercial Code. Trustee/Secured Party, Francisco- Garibaldo: Perez, is living flesh and blood sojourning upon the soil of the land known as Texas, and not within fictional boundaries, territories nor jurisdiction of any fictional entity including fictional Federal geometric plane(s). Trespass by any agent(s) foreign or domestic, by such in any scheme or artifice to defraud. Full reverence and by ALL AGENTS and Comorations is unambiguously demanded and required. Culpa est immiscere se rel ad se non pertienti. All property currently

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☒ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☒ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Date: 06-25-2017

Signature: Francisco-Garibaldo: Perez

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

FRANCISCO GARIBALDO PEREZ TRUST®

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c:

10a. ORGANIZATION'S NAME

OR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

held are outstanding belongs to the Trust administered by Trustee/Secured Party, Title 46 USC 31343 and Article 1 and 5 of the International Convention on Maritime Liens and Mortgages 1993, Held at the Palis Des Nations, Geneva, From April 19 to May 5, 1992 United Nations (UN). This Maritime Lien is under safe harbor and sinking funds provisions through the prescription of Law of Necessity and the doctrines of unconscionably and La Mort Saisit Le Vif in accordance with Applicable Law, Cardinal Orders, Ordinal Orders, and Commercial Standards.

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 18 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

Form 56
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Notice Concerning Fiduciary Relationship

(Internal Revenue Code sections 6036 and 6903)

OMB No. 1545-0013

Part I Identification

Name of person for whom you are acting (as shown on the tax return) FRANCISCO GARIBALDO PEREZ TRUST ☉	Identifying number	Decedent's social security no.
Address of person for whom you are acting (number, street, and room or suite no.) 703 W FIFTH ST		
City or town, state, and ZIP code (If a foreign address, see instructions.) BISHOP, TX 78343		
Fiduciary's name RAÚL MALDONADO, et al D.B.A. SECRETARY OF TREASURY (UNITED STATES)		
Address of fiduciary (number, street, and room or suite no.) C/O DEPARTMENT DE HACIENDA, P.O. BOX 9024140		
City or town, state, and ZIP code SAN JUAN, PUERTO RICO 00902-4140	Telephone number (optional) (787) 721-2020	

Section A. Authority

- 1 Authority for fiduciary relationship. Check applicable box:
- a ☐ Court appointment of testate estate (valid will exists)
 - b ☐ Court appointment of intestate estate (no valid will exists)
 - c ☐ Court appointment as guardian or conservator
 - d ☒ Valid trust instrument and amendments
 - e ☐ Bankruptcy or assignment for the benefit of creditors
 - f ☐ Other. Describe ►
- 2a If box 1a or 1b is checked, enter the date of death ►
- 2b If box 1c—1f is checked, enter the date of appointment, taking office, or assignment or transfer of assets ►

Section B. Nature of Liability and Tax Notices

- 3 Type of taxes (check all that apply): ☐ Income ☐ Gift ☒ Estate ☐ Generation-skipping transfer ☐ Employment
☐ Excise ☐ Other (describe) ►
- 4 Federal tax form number (check all that apply): a ☐ 706 series b ☐ 709 c ☐ 940 d ☐ 941, 943, 944
e ☐ 1040, 1040-A, or 1040-EZ f ☒ 1041 g ☐ 1120 h ☐ Other (list) ►
- 5 If your authority as a fiduciary does not cover all years or tax periods, check here ► ☐
and list the specific years or periods ►
- 6 If the fiduciary listed wants a copy of notices or other written communications (see the instructions) check this box ► ☐
and enter the year(s) or period(s) for the corresponding line 4 item checked. If more than 1 form entered on line 4h, enter the form number.

Complete only if the line 6 box is checked.

If this item is checked:	Enter year(s) or period(s)	If this item is checked:	Enter year(s) or period(s)
4a		4b	
4c		4d	
4e		4f	
4g		4h:	
4h:		4h:	

Form 56 (Rev. 12-2011)

Page 2

Part II Court and Administrative Proceedings

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency)		Date proceeding initiated	
Address of court		Docket number of proceeding	
City or town, state, and ZIP code	Date	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Place of other proceedings

Part III Signature Francisco Garibaldo Perez TRUSTEE On behalf of FRANCISCO GARIBALDO PEREZ TRUST®Please
Sign
Here

I certify that I have the authority to execute this notice concerning fiduciary relationship on behalf of the taxpayer.

RAÚL MALDONADO

Secretary of Treasury

Fiduciary's signature

By appointment of FRANCISCO GARIBALDO PEREZ

Title, if applicable

Date

Form 56 (Rev. 12-2011)

ACTUAL & CONSTRUCTIVE LEGAL NOTICE [U.C.C. §§ 1-201(25)(26)(27)]:

By appointment you RAÚL MALDONADO have been chosen to act as fiduciary in re FRANCISCO GARIBALDO PEREZ TRUST®. Please see accompanying Minutes of Trust designating your appointment. If this appointment is outside of your abilities/scope, or you do not choose to take the position please simply return all documentation to the trust within 30 days and we will designate a new appointment.

Otherwise this document will act as PUBLIC NOTICE and will be filed along with related instruments upon the U.C.C. Commercial Registry constituting "Lawful", open, notorious, public notice of the subject-matter executed & presented in good-faith U.C.C. § 1-201(19); U.C.C. § 1-203 to the UNITED STATES, i.e., 28 U.S.C. 3002(15)(A); U.C.C. § 9-307(h); U.S.C.A. Const. Art. 1:8:17-18, by the real party in interest; Trustee/TRUST & Holder-in-Due-Course (**HDC**) of this and all related documents and instruments.

TAKE SPECIAL NOTICE From "Lawful" private Trust jurisdiction [as defined within, 26 U.S.C. § 7701(a)(31); 8 U.S.C. § 1101(a)(14); 28 U.S.C. § 1603(b)(3)] **That entity and man are "Non-Assumpsit"; and "Non-Domestic and Non-Federal"** in regards the UNITED STATES and/or any of its "Constituent STATES" incorporated thereof, e.g., inter alia, but not limited to, STATE OF TX STATE OF TENNESSEE, and the like; and also in regards the UNITED NATIONS, as well as to England & Russia... Intent to contract does not validate or give ascent to any contract or waiver of right unless implicitly stated in writing. Noting: within a State: That Congress cannot create a trade or business, [i.e., "as defined within 26 U.S.C. § 7701(a)(26)."] tax it; [See: inter alia, License Tax Cases, 72 U.S. 462; 18 L.E. 497 (1866); M'Ilvaine v. Cox's Lessee, 8 U.S. 209; 2 L.E. 598 (1808); and Yick Wo v. Hopkins, 118 U.S. 356, 6 S.Ct 1064 (1886)]. All accounts in relation to 463-71-1108/12707-3/0000021382 or the like Accounts are accepted with Claim [11 U.S.C. § 101(5)] and (Special) Maritime Lien upon all related accounts both general & special and if not currently held are to be transferred and held in FRANCISCO GARIBALDO PEREZ TRUST; as defined in TRUST and supporting documentation. Lien will be removed when transference and control of all aforesaid accounts are transferred in full to trust under Trustee's sole control. Without prejudice, for cause,

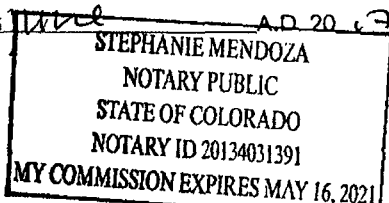
Francisco Garibaldo PerezTrustee/Secured Party: Francisco-Garibaldo: Perez
on behalf of FRANCISCO GARIBALDO PEREZ TRUST®

All Rights Reserved, Without Prejudice. UCC 1-308

JURATCounty of Adams)
Colorado State) ScilicetSUBSCRIBED AND SWORN TO before me this 15th day of June A.D. 2018

Notary Public Signature

Seal

My Commission Expires March 1, 2021

X) Notary Acknowledgment FRE 902(B); I the Notary hereto this (International) Commercial Affidavit, duly depose, that the person executing this document, is personally known to me, or has presented sufficient evidence to establish his lawful identity & status; I accept same as evidence of the facts presented, I depose nothing more; executed by My signature & Seal, as authorized under My Commission.

Form 56
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Notice Concerning Fiduciary Relationship

(Internal Revenue Code sections 6036 and 6903)

OMB No. 1545-0013

Part I Identification

Name of person for whom you are acting (as shown on the tax return) FRANCISCO GARIBALDO PEREZ TRUST	Identifying number	Decedent's social security no.
Address of person for whom you are acting (number, street, and room or suite no.) 703 W FIFTH ST		
City or town, state, and ZIP code (if a foreign address, see instructions.) BISHOP, TX 78343		
Fiduciary's name Steven Mnuchin, et al D.B.A. SECRETARY OF TREASURY (UNITED STATES)		
Address of fiduciary (number, street, and room or suite no.) 1500 PENNSYLVANIA AVENUE, NORTH WEST		
City or town, state, and ZIP code WASHINGTON, DISTRICT OF COLUMBIA 20220	Telephone number (optional) (202) 622-2000	

Section A. Authority

1 Authority for fiduciary relationship. Check applicable box:

- a ☐ Court appointment of testate estate (valid will exists)
b ☐ Court appointment of intestate estate (no valid will exists)
c ☐ Court appointment as guardian or conservator
d ☒ Valid trust instrument and amendments
e ☐ Bankruptcy or assignment for the benefit of creditors
f ☐ Other. Describe ►

2a If box 1a or 1b is checked, enter the date of death ►

2b If box 1c–1f is checked, enter the date of appointment, taking office, or assignment or transfer of assets ►

Section B. Nature of Liability and Tax Notices

3 Type of taxes (check all that apply): ☐ Income ☐ Gift ☒ Estate ☐ Generation-skipping transfer ☐ Employment
☐ Excise ☐ Other (describe) ►

4 Federal tax form number (check all that apply): a ☐ 706 series b ☐ 709 c ☐ 940 d ☐ 941, 943, 944
e ☐ 1040, 1040-A, or 1040-EZ f ☒ 1041 g ☐ 1120 h ☐ Other (list) ►

5 If your authority as a fiduciary does not cover all years or tax periods, check here ► ☐
and list the specific years or periods ►

6 If the fiduciary listed wants a copy of notices or other written communications (see the instructions) check this box ► ☐
and enter the year(s) or period(s) for the corresponding line 4 item checked. If more than 1 form entered on line 4h, enter the form number.

Complete only if the line 6 box is checked.

If this item is checked:	Enter year(s) or period(s)	If this item is checked:	Enter year(s) or period(s)
4a		4b	
4c		4d	
4e		4f	
4g		4h:	
4h:		4h:	

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency)		Date proceeding initiated	
Address of court		Docket number of proceeding	
City or town, state, and ZIP code	Date	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Place of other proceedings

Part III Signature Francisco-Garibaldo Perez TRUSTEE On behalf of FRANCISCO GARIBALDO PEREZ TRUST®

I certify that I have the authority to execute this notice concerning fiduciary relationship on behalf of the taxpayer.

**Please
Sign
Here**

Steven Mnuchin By appointment of FRANCISCO GARIBALDO

United States Secretary of Treasury

Fiduciary's signature: ETHEL TROSS

Title, if applicable

Date _____

Form 56 (Rev. 12-2011)

By appointment you Steven Muchin have been chosen to act as fiduciary in re FRANCISCO GARIBALDO PEREZ TRUST®. Please see accompanying Minutes of Trust designating your appointment. If this appointment is outside of your abilities/scope, or you do not choose to take the position please simply return all documentation to the trust within 30 days and we will designate a new appointment.

Otherwise this document will act as PUBLIC NOTICE and will be filed along with related instruments upon the U.C.C. Commercial Registry constituting **"lawful"**, open, notorious, public notice of the subject-matter executed & presented in good-faith U.C.C. § 1-201(19); U.C.C. § 1-203 to the UNITED STATES, i.e., 28 U.S.C. 3002(15)(A); U.C.C. § 9-307(h); U.S.C.A. .Const. Art. 1:8:17-18, by the real party in interest; Trustee/TRUST & Holder-in-Due-Course (**HDC**) of this and all related documents and instruments.

TAKE SPECIAL NOTICE From "Lawful" private Trust jurisdiction [as defined within, 26 U.S.C. § 7701(a)(31); 8 U.S.C. § 1101(a)(14); 28 U.S.C. § 1603(b)(3)] "**That entity and man are "Non-Assumpsit"; and "Non-Domestic and Non-Federal" in regards the UNITED STATES and/or any of its "Constituent STATES" incorporated thereof, e.g., inter alia, but not limited to, STATE OF TX STATE OF TENNESSEE, and the like; and also in regards the UNITED NATIONS, as well as to England & Russia... Intent to contract does not validate or give ascent to any contract or waiver of right unless implicitly stated in writing. Noting: within a State: That Congress cannot create a trade or business, [i.e., "as defined within 26 U.S.C. § 7701(a)(26)."] tax it; [See: inter alia, License Tax Cases, 72 U.S. 462; 18 L.E. 497 (1866); M'Ilvaine v. Cox's Lessee, 8 U.S. 209; 2 L.E. 598 (1808); and Yick Wo v. Hopkins, 118 U.S. 356, 6 S.Ct 1064 (1886)]. All accounts in relation to 463-71-1108/12707-3/0000021382 or the like Accounts are accepted with Claim [11 U.S.C. § 101(5)] and (Special) Maritime Lien upon all related accounts both general & special and if not currently held are to be transferred and held in FRANCISCO GARIBALDO PEREZ TRUST; as defined in TRUST and supporting documentation. Lien will be removed when transference and control of all aforesaid accounts are transferred in full to trust under Trustee's sole control. Without prejudice, for cause,**

Francisco-Garrido: perc 7

Trustee/Secured Party: Francisco-Garibaldo: Perez
on behalf of FRANCISCO GARIBALDO PEREZ
TRUST®

All Rights Reserved, Without Prejudice. UCC 1-308

JURAT

County of adams)
Colorado State) **Scillet**

SUBSCRIBED AND SWORN TO before me this 25th day of June A.D. 2017

Notary Public Signature

My Commission Expires

STEPHANIE MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134031391

X) Notary Acknowledgment FRE 902(B); I the Notary hereto this (International) **MY COMMISSION EXPIRES MAY 16, 2021** that the person executing this document, is personally known to me, or has presented sufficient evidence to establish his lawful identity & status; I accept same as evidence of the facts presented. I depose nothing more; executed by My signature & Seal, as authorized under My Commission.

Form **W-8BEN**

(Rev. February 2006)

Department of the Treasury
Internal Revenue Service**Certificate of Foreign Status of Beneficial Owner
for United States Tax Withholding**▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual **Instead, use Form: W-9**
 - A person claiming an exemption is effectively connected with the conduct of a trade or business in the United States **W-8ECI**
 - A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) **W-8ECI or W-8IMY**
 - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) **W-8ECI or W-8EXP**
- Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.
- A person acting as an intermediary **W-8IMY**

Note: See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner FRANCISCO GARIBALDO PEREZ TRUST	2 Country of incorporation or organization UNITED STATES															
3 Type of beneficial owner: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Simple trust</td> </tr> <tr> <td><input type="checkbox"/> Grantor trust</td> <td><input checked="" type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> International organization</td> </tr> <tr> <td><input type="checkbox"/> Central bank of issue</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input checked="" type="checkbox"/> Private foundation</td> <td colspan="2"></td> </tr> </table>		<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input checked="" type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input checked="" type="checkbox"/> Private foundation		
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust												
<input type="checkbox"/> Grantor trust	<input checked="" type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization												
<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input checked="" type="checkbox"/> Private foundation														
4 Permanent residence address (street, apt. or suite no., or rural route). P.O. Box 9024140																
City or town, state or province. Include postal code where appropriate. San Juan, P.R. 00902-4140																
5 Mailing address (if different from above) C/O P.O. Box 264																
City or town, state or province. Include postal code where appropriate. Bishop, Texas Republic																
Country (do not abbreviate) UNITED STATES																
6 U.S. taxpayer identification number, if required (see instructions) <small>Not Required per W-8BEN Inst p.1,2,4,5 (Cat. 25576H); W-8 Supp. Inst p.1,2,6 (Cat. 26698G) Pub. 515 Inst. p.7; Form 1042-s Inst. P.14; 31 CFR 103.34(a)(3)(x)</small>																
7 Foreign tax identifying number, if any (optional)																
8 Reference number(s) (see instructions) 26 CFR 1.871-1(b)(1)(i)																

Part II Claim of Tax Treaty Benefits (if applicable)

- 9** I certify that (check all that apply):
- a** ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
 - b** ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
 - c** ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
 - d** ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
 - e** ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.
- 10** Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____
 Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

- 11** ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury from without the "United States" in accordance with 28 U.S.C. 1746(1), I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete when litigated only in a state court with a jury trial. I further certify under penalties of perjury that:

- 1** I am the nonresident alien (or am authorized to sign for the nonresident alien) of all the transactions to which this form relates
- 2** The nonresident alien is NOT a U.S. person and is not liable for withholding or paying income taxes or filing returns under 26 U.S.C. or 28 C.F.R.
- 3** The income to which this form relates is not effectively connected with the conduct of a "trade or business" within the "United States" and is not subject to tax under an income tax law or treaty, and
- 4** For broker transactions or broker transaction, the nonresident alien is a "foreign estate" as defined in 26 U.S.C. 7701(a)(31)

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a non-U.S. person and, if applicable, obtain a reduced rate of withholding.

Sign Here Francisco Garibaldi Perez On behalf of FRANCISCO GARIBALDO 06-25-2017 Trustee [UCC 1-210 (35)]
 Signature of beneficial owner (or individual authorized to sign for the beneficial owner) Date (MM-DD-YYYY) Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Z

Form **W-8BEN** (Rev. 2-2006)

Printed on Recycled Paper

W8BEN Affidavit

(International) Commercial Affidavit

This Affidavit in regards to the W-8BEN on the obverse side is executed as Lawful ***PUBLIC NOTICE*** [U.C.C. § 1-201(25)(26)(27)]. The Trustee/Secured Party signatory hereto is executing document under signature; expressly to ***declare trust/trustees stature as a Non-Resident-Alien in regards to U.S. Inc. (Id)*** with no duress, in accord the terms of the aforementioned. Therefore, I, the Trustee/Secured Party duly depose and says without recourse that, the foregoing is true, correct, and certain; and if called as a witness, I am One; who can "Testify" to the facts, evidenced, and subject-matter within Trust Documentation and supporting documents as well as the "W-8BEN" evidence(d) on the obverse side of this page; executed hereunder; and expressly supported by this Affidavit; executed as dated below, nunc pro tunc to 11/06/1992 the date or original creation of trust.

NOTICE TO AGENT IS [imputed] NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS [imputed] NOTICE TO ALL AGENTS OF THE SUBJECT MATTER HEREIN, and PRESENTED IN GOOD FAITH [UCC. § 1-201(19) UCC § 1-203; UCC § 1-202].


This Affidavit is executed under the penalty of perjury; [in nature of 28 U.S.C. § 1746(1)] expressly without UNITED STATES, [i.e., "28 U.S.C. § 3002(15)(A); U.C.C. § 9-307(h); U.S.C.A. Const. Art. 1:8:17- 18,"] Administered by a commissioned officer, i.e., Notary Public in accordance who is also acknowledging same [in accordance Fed.R.Evid. 902(1)(B)].

Francisco-Garibaldo: Perez
Trustee/Secured Party: **Francisco-Garibaldo: Perez**
on behalf of **FRANCISCO GARIBALDO PEREZ TRUST®**
All Rights Reserved, Without Prejudice. [UCC 1-308]

JURAT

County of Adams)
) Scilicet
Colorado State)

SUBSCRIBED AND SWORN TO before me this 18th day of June A.D. 20 17.


Notary Public Signature Seal
My Commission Expires May 16, 2021

STEPHANIE MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134031391
MY COMMISSION EXPIRES MAY 16, 2021

(X) Notary Acknowledgment FRE 902(B); I the Notary hereto this (International) Commercial Affidavit, duly depose, that the person executing this document, is personally known to me, or he has presented sufficient evidence to establish his lawful identity & status; I accept same as evidence of the facts presented, I depose nothing more; executed by My signature & Seal, as authorized under My Commission.

EXHIBIT "B"

FILED COPY OF TRUST

2017

FRANCISCO GARIBALDO PEREZ TRUST

DOCUMENTS INCLUDED

ABSTRACT OF TRUST

CERTIFICATION OF TRUST

703 W FIFTH ST, BISHOP, TX, 78343
lettyr8@yahoo.com 361-246-0001

Page 1 of 5

ABSTRACT OF TRUST

Section I: Trust Information

Trust Information and Dates

- a. The Trust is legally named "FRANCISCO GARIBALDO PEREZ Trust"
- b. The trust is Irrevocable
- c. This trust was established June 6, 2017 at:
703 W FIFTH ST, BISHOP, TX, 78343.
- d. This trust has not been amended.
- e. The EIN of this trust is _____

Section II: Trustee Information

Current Acting Trustee(s)

- a. Francisco-Garibaldo: Perez, TTEE
- b. Sara Garibaldo Perez, TTEE

The Trust requires unanimous consent among the Trustee(s) to establish an account with respect to Trust assets, but only one trustee is required to be an authorized account manager.

Section III: Beneficiary Information

The Certificate Holders are:

- a. Zachariah Blake Perez

CERTIFICATION OF TRUST

This Certification of Trust was created June 6, 2017. The Trust has been legally created as an Irrevocable Trust. All rights and title to the assets and income of this Trust is vested solely in the Board of Trustees.

We Francisco-Garibaldo: Perez, TTEE and Sara Garibaldo Perez, TTEE certify that we are the trustees of a trust entitled FRANCISCO GARIBALDO PEREZ TRUST, created by Declaration of Trust dated June 6, 2017.

We the undersigned, as the current acting Trustees declare and certify to this financial institution:

1. We declare that I have full authority under the above referenced Trust to sign on behalf of the Trust and to open and close accounts, perform deposits, withdraw, and transfer funds on behalf of the Trust.
2. We declare that I have full authority under the above referenced trust to open, enter and remove contents and close safe deposit boxes and open or close accounts.
3. Without limiting the foregoing specifically, we have the authority to open accounts, perform deposits, and withdraw funds, transfer funds, and close accounts at the aforesaid bank.
4. The Trustee will not direct aforesaid bank to take any action unless the Trustee has the power to act and such powers are properly exercised.
5. Pursuant to the terms of the Trust, the Trustee has the power to contract for banking and other financial services and to transfer, purchase and/or sell financial assets and investments, including securities.
6. If requested, we will provide Bank with copies of excerpts of the original Trust instrument and amendments designating the Trustee and/or other powers conferred on Trustee in support of a pending transaction under this certification.
7. The trust has not been revoked, modified or amended in any manner which would cause the representations contained in this certification to be incorrect.
8. All information contained in this certification is true and correct, and you (Aforesaid Bank), as a third party conducting business with the Trustee may rely on this information until you receive written notice of any changes signed by the Trustee.
9. The Trustees may sign for an Electronic Debit Card and/or Credit Card.
10. In addition to the above powers, the Trustee has the following authorities:
 - a. The authority to grant power of attorney.
 - b. The authority to encumber trust property.
 - c. The authority to authorize borrowing on behalf of the trust.
 - d. The authority to appoint a general manager as signer on trust accounts.
11. We agree to defend, indemnify and hold aforesaid Bank harmless from any and all claims, demands, liabilities, costs or expense, including, but not limited to reasonable attorney's fees which it may suffer or incur by any reason of its reliance upon any statement contained herein.

12. This organizational document and all Trust business will be kept private, protected by the privacy act of 1974. Title 5 U.S.C. 552(a), the fourth and fifth Amendments of the Constitution for the United States of America, the common law privacy rights available in the United States of America and every other applicable jurisdiction.

We declare under penalty of perjury under the laws of the united states of America that the foregoing is true and correct.

Executed this June 6, 2017.

I as the executive trustee certify and verify that this document is true and correct to the best of my knowledge under notary seal:

Francisco-Garibaldo: Perez, TTEE, Executive Trustee

This document is executed under the penalty of perjury; [in nature of 28 U.S.C. § 1746(1)] expressly without UNITED STATES, [i.e., "28 U.S.C. § 3002(15)(A); U.C.C. § 9-307(h); U.S.C.A. Const. Art. 1:8:17- 18,"] Administered by a commissioned officer, i.e., Notary Public in accordance who is also acknowledging same [in accordance Fed.R.Evid. 902(1)(B)].

JURAT

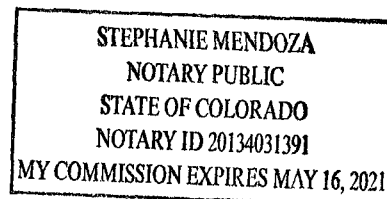
County of Adams)
) Scilicet
Colorado State)

SUBSCRIBED AND SWORN TO before me this 25th day of June A.D. 20 17.

[Signature]
Notary Public Signature

Seal

My Commission Expires May 16, 2021



I as the secretarial trustee certify and verify that this document is true and correct to the best of my knowledge under notary seal:

Sara Garibaldo Perez
Sara Garibaldo Perez, TTEE, Secretarial Trustee

This document is executed under the penalty of perjury; [in nature of 28 U.S.C. § 1746(1)] expressly without UNITED STATES, [i.e., "28 U.S.C. § 3002(15)(A); U.C.C. § 9-307(h); U.S.C.A. Const. Art. 1:8:17- 18,"] Administered by a commissioned officer, i.e., Notary Public in accordance who is also acknowledging same [in accordance Fed.R.Evid. 902(1)(B)].

JURAT

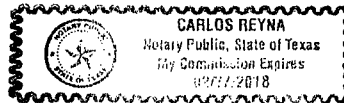
County of Alameda)
) Scilicet
Alameda State)

SUBSCRIBED AND SWORN TO before me this 07 day of September A.D. 2019.

Notary Public Signature

Seal

My Commission Expires 01-01-2014



This space was intentionally left blank.

EXHIBIT "C"

FILED COPY OF DISCHARGED BIRTH CERTIFICATE

STATE OF TEXAS

CERTIFICATE OF BIRTH

BIRTH NO.

12707-3

TEXAS DEPARTMENT OF HEALTH — BUREAU OF VITAL STAT.

1. PLACE OF BIRTH		2. USUAL RESIDENCE OF MOTHER [Where does mother live?]	
a. COUNTY Kleberg		a. STATE Texas	
b. CITY OR TOWN [If outside city limits, give precinct no.] Kingsville		b. COUNTY Nueces	
c. NAME OF [If not in hospital, give street address] HOSPITAL OR INSTITUTION Kleberg County Hospital		c. CITY OR TOWN [If outside city limits, give precinct no.] Bishop	
d. IS PLACE OF BIRTH INSIDE CITY LIMITS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		d. STREET ADDRESS [If rural, give location] 703 West Fifth	
e. IS RESIDENCE INSIDE CITY LIMITS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		f. IS RESIDENCE ON A FARM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
3. NAME		4. DATE OF BIRTH	
(a) First Francisco		(b) Middle G	
(c) Last Perez		November 6, 1974	
5. SEX Male		6a. THIS BIRTH SINGLE <input checked="" type="checkbox"/> TWIN <input type="checkbox"/> TRIPLET <input type="checkbox"/>	
7. NAME		8. COLOR OR RACE	
(a) First Israel		(b) Middle Rangel	
(c) Last Perez		White	
9. AGE [At time of this birth] 37 YEARS		10. BIRTHPLACE [State or foreign country] Texas	
11a. USUAL OCCUPATION Pipefitter		11b. KIND OF BUSINESS OR INDUSTRY Construction	
12. MAIDEN NAME [a] First Sara		(b) Middle Colonga	
(c) Last Garibaldo		13. COLOR OR RACE White	
14. AGE [At time of this birth] 31 YEARS		15. BIRTHPLACE [State or foreign country] Texas	
16. CHILDREN PREVIOUSLY BORN TO THIS MOTHER [Do NOT include this child]		17. INFORMANT	
a. How many OTHER children are now living? 2		b. How many OTHER children were born alive but are now dead? 0	
c. How many children were born dead [fetal deaths after 20 weeks pregnancy]? 0		Israel R. Perez	
18. I hereby certify that this child was born alive on the date stated above		19a. ATTENDANT'S SIGNATURE <i>C.E. Ginther, MD</i>	
19c. ATTENDANT'S ADDRESS C.E. Ginther, M.D. Bishop, Texas		19b. ATTENDANT AT BIRTH M.D. <input checked="" type="checkbox"/> D.O. <input type="checkbox"/> MIDWIFE <input type="checkbox"/> OTHER <input type="checkbox"/>	
19d. DATE SIGNED November 19, 1974		20a. REGISTRAR'S FILE NO. 800-74	
20b. DATE REC'D BY LOCAL REGISTRAR 12-9-74		20c. REGISTRAR'S SIGNATURE <i>R.A. Nelson</i>	



This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED

JUL 11 2016

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Stephanie G. Garza
Stephanie G. Garza
County Clerk/Local Registrar

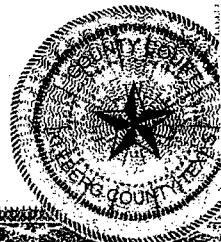


EXHIBIT "D"

AFFIDAVIT OF TRUTH

AFFIDAVIT OF TRUTH

State of Texas

County of Jones

"Indeed no more than (Affidavits) is necessary

To make the **prima facie case.**" United States v.

Kis, 658 F 2nd, 526, 536, (7th Cir. 1981; Cert;

Denied, 50.U.S. L.W. 2169; S. Ct March 22.1982

That I, Francisco-Garibaldo:Perez©, a breathing man, being duly sworn, depose and say and declare by my signature that the following facts are true, correct and complete to the best of my knowledge and belief.

That the Affiant is a flesh and blood man, and is Sovereign in a collective capacity with other sovereigns.

That, the Affiant's rights "... existed by law of the land antecedent to the organization of the State." (Hale v. Henkel, 201 U.S. 43).

That, the Affiant's rights exist even in the light of the U.S. Bankruptcy: aka **The National Emergency** and that **includes the right of redemption.**

That, Affiant is "of the people" and is above the corporate government called Texas/UNITED STATES OF AMERICA, operating in a **de-facto-bankrupt capacity/status.**

That, Affiant filed a U.C.C. Financing Statement (UCC-1) U.C.C. Filing No: 40000153198667; to **perfect a Security interest to initiate redemption as a matter of right.**

That, the Affiant caused to be filed a Security Interest and Lien upon the property of the DEBTOR and in the DEBTOR'S name filed in line and first in time, over and above the State of Texas/UNITED STATES OF AMERICA and that **all property is exempt from levy.**

That the State of Texas/UNITED STATES OF AMERICA, cannot show nor provide a superior interest in said property and/or Instruments upon the Security Agreement held by the Affiant. (See for reference: (Wynhammer v. People, NY 378.)

That, the Affiant/Secured Party is flesh and blood and the corporate fiction/DEBTOR/ ENS legis as appearing upon any UCC filing is "artificial" and was created in the contemplation of law (commerce) **AS THE TWO ARE NOT THE SAME, FOR ONE IS REAL, THE OTHER IS FICTION.**

That, any discrimination or injury caused by the State of Texas/UNITED STATES OF AMERICA and/or Agent(s) to recognize the two distinct entities, the real one and the other "artificial" agrees to such injuries and to the associated damages as established by the Affiant and the State, by and through its Agent's by said agreement, is estopped from defense or rebuttal in the matter and AGREES that the Affiant may proceed by Tort for Damages.

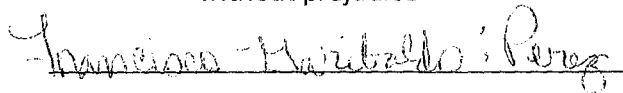
That, this Affiant if not rebutted point for point by Any Agent, representing the State of Texas/UNITED STATES OF AMERICA, at any level, in any matter, within (15) days upon receipt, these facts stand as True in both the private and public record...

NOTE: Maxim of Law; 1. In Commerce-Truth is Sovereign. 2. for a matter to be resolved. It must be expressed. 3. Point of Law; Silence equates to agreement.

Further Affiant Sayth Not.

Executed by my own hand on this 11 day of July, 2018.

"without prejudice"



Francisco-Garibaldo: Perez©

Affiant, Authorized Representative,

Attorney-In-Fact

In behalf of FRANCISCO GARIBALDO PEREZ©, ENS legis

EXHIBIT "E"

COPY OF DISCHARGED BONDS

RELEASE OF LIEN ON REAL PROPERTY

Whereas FRANCISCO GARIBALDO PEREZ, of 12707-3/0000021382, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 463-71-1108

became a surety for the complete and successful performance of said contract, which bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

105 th DISTRICT COURT KLEBERG COUNTY TEXAS, Case Number 05-CRF-0070, SEE GSA FORM of 91; SF28; SF24; SF1418; SF1416; SF273; and SF 275

and recorded this pledge on 05-CRF-0070
(Name of Land Records)
in the 105 th DISTRICT COURT KLEBERG COUNTY of Texas
(Locality) (State)
and

Whereas, I, Francisco Garibaldo of the Perez Family, being a duly authorized representative of the United States Government as a warranted contracting officer, have determined that the lien is no longer required to ensure further performance of the said Government contract or satisfaction of claims arising therefrom,
and

Whereas the surety remains liable to the United States Government for continued performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the aforementioned line.

[Date] July 9, 2018

[Signature]
Seal

Francisco Garibaldo Perez

OPTIONAL FORM 90 (REV. 1-90)

Prescribed by GSA-FAR (48CFR) 53.228 (n)

AUTHORIZED FOR LOCAL REPRODUCTION

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas FRANCISCO GARIBALDO PEREZ, of 12707-3/0000021382, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 463-71-1108,
became a surety for the complete and successful performance of said contract, and Whereas said
surety has placed certain personal property in escrow

in Account Number 05-CRF-0070 on deposit

at 105 th DISTRICT COURT KLEBERG COUNTY TEXAS
(Name of Financial Institution)

located at 700 East Kleberg Ave. Kingsville TX [78363], and
(Address of Financial Institution)

Whereas I, Francisco Garibaldo of the Perez Family, being a duly authorized
representative of the United States government as a warranted contracting officer, have determined
that retention in escrow of the following property is no longer required to ensure further performance
of the said Government contract or satisfaction of claims arising therefrom:

105 th DISTRICT COURT KLEBERG COUNTY TEXAS, Case Number 05-CRF-0070, SEE GSA FORM of 91; SF28; SF24;
SF1418; SF1416; SF273; and SF 275

and

Whereas the surety remains liable to the United States Government for the continued performance of
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the
property listed above, and directs the custodian of the aforementioned escrow account to deliver the
listed property to the surety. If the listed property comprises the whole of the property placed in
escrow in the aforementioned escrow account, the Government further directs the custodian to close
the account and to return all property therein to the surety, along with any interest accruing which
remains after the deduction of any fees lawfully owed to

105 th DISTRICT COURT KLEBERG COUNTY TEXAS
(Name of Financial Institution)

[Date] July 9, 2018

[Signature]

Francisco Garibaldo Perez

Seal

Do not use
OPTIONAL FORM 91 (1-90)
Prescribed by GSA-FAR (48 CFR) 53.228(o)

AUTHORIZED FOR LOCAL REPRODUCTION

BID BOND (See instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date) 02/17/2005	OMB NO.: 9000-0045 Expires:
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.		
PRINCIPAL (Legal name and business address) FRANCISCO GARIBALDO PEREZ 105 th DISTRICT COURT KLEBERG COUNTY TEXAS 700 East Kleberg Ave. Kingsville TX [78363]		TYPE OF ORGANIZATION ("X" one) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION Texas 12707-3/0000071382

SURETY(IES) (Name and business address)
 Francisco Garibaldo Perez
 Depository Trust Company
 55 Water St.
 New York, New York [10041]

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION (\$)	THOUSAND(S)	HUNDRED(S)	CENTS		
						05-CRF-0070
FOR (Construction, supplies, or Services)						

OBLIGATION

We, the Principal and Surety (ies) are firmly bound to the United States of America (hereinafter call the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit or liability is the full amount of the penal sum.

CONDITIONS:

The principal has submitted the bid identified above.

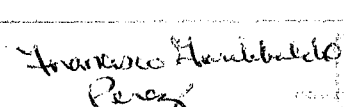
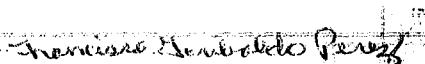
TERMS:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the terms by the principal, or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each surety executing this instrument agrees that its obligations is not impaired by any extension(s) of the time for acceptance of the bid that the principal may grant to the Government. Notice to the surety (ies) of extensions (s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the periods originally allowed for acceptance of the bid.

WITNESS

The principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

SIGNATURE(S)				
NAME(S) & TITLE(S) (Typed)	FRANCISCO GARIBALDO PEREZ			Corporate Seal
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)				
NAME(S) & TITLE(S) (Typed)	FRANCISCO GARIBALDO PEREZ			
CORPORATE SURETY(IES)				
NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)	
SIGNATURE(S)				
NAME(S) & TITLE(S) (Typed)				

AUTHORIZED FOR LOCAL REPRODUCTION
 Previous copies are voided

STANDARD FORM 24 (REV. 10-82)
 Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY C	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY D	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY E	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY F	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY G	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., as attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporation executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and address shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)." In the space designated "SURETY (IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), or each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "Offeror."

AFFIDAVIT OF INDIVIDUAL SURETY

(See instructions on reverse)

OMB Number: 9000-0001

Public reporting burden for this collection of information is estimated to average 0.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (VPR), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF

TEXAS

COUNTY OF

KLEBERG

SS.

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 484. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)

Francisco Garibaldo Perez

2. HOME ADDRESS (Number, Street, City, State, ZIP Code)

3. TYPE AND DURATION OF OCCUPATION

Surety/Lifetime

4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)

Self Employed / TEXAS

5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED

(Number, Street, City, State, ZIP Code)

Depository Trust Company

55 Water St, New York [10041]

6. TELEPHONE NUMBER

HOME -

BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

05-CRF-0070 See GSA Forms of 90, of 91; SF24, SF1418; SR1416; SF273; SF274; and SF275

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

Birth Certificate No: Texas Birth Certificate #12707-3/0000021382 and Social Security 463-71-1108; Bond No: D80694354; Non-Negotiable Bond Setoff No: 12707-3/0000021382 Deposited with the United States Treasury

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

105 th DISTRICT COURT KLEBERG COUNTY TEXAS; Case #05-CRF-0070

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

Bid Bond Issued by the 105 th DISTRICT COURT KLEBERG COUNTY TEXAS on Case No: 05-CRF-0070; GSA Bond of 90, 91, SF24 bid bond; SF1416; SF1418; SF273; and SF275, Texas Birth Certificate No: 12707-3/0000021382; Social Security 463-71-1108

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED

10. SIGNATURE

Francisco Garibaldo Perez

11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where Appropriate)

SF24;SF1416;SF1418;SF273;SF274;SF275; BCP#12707-3/0000021382

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

A. DATE (OATH ADMINISTERED)

MONTH DAY YEAR

8/24/2018

B. CITY AND STATE (Or other jurisdiction)

Kleberg Texas

C. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH

(Type or print)

Notary Public

D. SIGNATURE

Notary Public

E. MY COMMISSION

EXPIRES

8/24/19

Official Seal

AUTHORIZED FOR LOCAL REPRODUCTION
Produce copies as follows:

STANDARD FORM 28 (REV 8/2005)
Prescribed by GSA FPMR (41 CFR) 101-11.6

PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB No.: 9000-0045 Expires:
	02/17/2005	

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address) Francisco Garibaldo Perez 700 East Kleberg Ave. Kingsville TX [78363]	TYPE OF ORGANIZATION ("X" one) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
	STATE OF INCORPORATION 12707-3/0000021382			
SURETY(IES) (Name(s) and business address(es)) FRANCISCO GARIBALDO PEREZ Depository Trust Company 55 Water St. New York, New York 10041	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE 02/17/2005		CONTRACT NUMBER 05-CRF-0070	
	OPTION DATE		OPTION NUMBER	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

WITNESS:


The principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. <i>Francisco Garibaldo Perez</i>	2. <i>[Signature]</i>	Corporate Seal	
	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1. FRANCISCO GARIBALDO PEREZ Principal	2. <i>[Signature]</i>	Corporate Seal	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. <i>Francisco Garibaldo Perez</i>	2. <i>[Signature]</i>	Corporate Seal	
	(Seal)	(Seal)		
NAME(S) (Typed)	1. FRANCISCO GARIBALDO PEREZ Principal	2. <i>[Signature]</i>	Corporate Seal	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	

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STANDARD FORM 1418 (REV. 2-99)
Prescribed by GSA-FAR (48 CFR) 53.228(b)

SURETY B	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY C	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY D	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY E	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY F	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY G	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.			

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND

(See instructions on reverse)

OMB Number: 9000-0045

Expiration Date:

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY*

FRANCISCO GARIBALDO PEREZ

C/O Sara Garibaldo Perez

P.O. Box 264

Bishop Texas [78343]

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT**1B. STATE OF INCORPORATION**

12707-3/0000021382

2. REINSURING COMPANY*

Depository Trust Company

55 Water St.

New York City, N.Y.[10041]

2A. AMOUNT OF THIS REINSURANCE (\$)**2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT**
02/17/2005**2C. STATE OF INCORPORATION****3. DESCRIPTION OF CONTRACT****3A. AMOUNT OF CONTRACT****3B. CONTRACT DATE**

02/17/2005

3C. CONTRACT NO.**4. DESCRIPTION OF BOND****4A. PENAL SUM OF BOND****4B. DATE OF BOND**

02/17/2005

4C. BOND NO.

12707-3/0000021382

3D. DESCRIPTION OF CONTRACT**4D. PRINCIPAL*****3E. CONTRACTING AGENCY**

FRANCISCO GARIBALDO PEREZ

4E. STATE OF INCORPORATION (If Corporate Principal)**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States and the performance bond was furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-280e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of the agreement.

TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

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STANDARD FORM 273 (REV. 10-98)

Prescribed by GSA - FAR (48 CFR) 53.228(h)

5. DIRECT WRITING COMPANY	
5A(1) SIGNATURE <i>Francisco Garibaldo Perez</i>	(2) ATTEST: SIGNATURE <i>Francisco Garibaldo Perez</i>
5B(1) NAME AND TITLE (Typed) FRANCISCO GARIBALDO PEREZ	(2) NAME AND TITLE (Typed) Francisco Garibaldo Perez Authorized Representative

6. REINSURING COMPANY	
6A(1) SIGNATURE <i>Francisco Garibaldo Perez</i>	(2) ATTEST: SIGNATURE <i>Francisco Garibaldo Perez</i>
6B(1) NAME AND TITLE (Typed) FRANCISCO GARIBALDO PEREZ	(2) NAME AND TITLE (Typed) Francisco Garibaldo Perez Authorized Representative

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND*(See instruction on reverse)*

OMB No.: 9000-0045

Expires:

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY*

FRANCISCO GARIBALDO PEREZ
c/o 12071 FM 3522
ABILENCE TX [79601]

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

02/17/2005

1B. STATE OF INCORPORATION

12707-3/0000021382

2. REINSURING COMPANY*

Depository Trust Company
55 Water ST.
New York City, New York [10041]

2A. AMOUNT OF THIS REINSURANCE

\$

2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT

02/17/2005

2C. STATE OF INCORPORATION

02/17/2005

3. DESCRIPTION OF CONTRACT**4. DESCRIPTION OF BOND****3A. AMOUNT OF CONTRACT****4A. PENAL SUM OF BOND****3B. CONTRACT DATE****3C. CONTRACT NO.****4B. DATE OF BOND****4C. BOND NO.****3D. DESCRIPTION OF CONTRACT**

Performance Bond
Case No: 05-CRF-0070
105 th DISTRICT COURT KLEBERG COUNTY TEXAS
700 East Kleberg Ave.
Kingsville TX [78363]

4D. PRINCIPAL*

Francisco Garibaldo Perez
c/o P.O. Box 264
Bishop TX 78343

3E. CONTRACTING AGENCY

FRANCISCO GARIBALDO PEREZ

4E. STATE OF INCORPORATION (If Corporate Principal)**AGREEMENT:**

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-270e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished to supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:**1. The Reinsuring Company covenants and agrees -**

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance"; and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

*Items 1, 2, 4D - furnished legal name, business address and ZIP Code. (Over)

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Previous edition is usable

STANDARD FORM 274 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(f)

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by section 2(a) of the Miller Act (40 U.S.C. 270b(a)) may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of ether, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY			
5A. (1) SIGNATURE <i>Francisco Garibaldo Perez</i>	(2) ATTEST SIGNATURE <i>Delma B. Bellan</i>	<i>Corporate Seal</i>	
5B. (1) NAME AND TITLE (Typed) FRANCISCO GARIBALDO PEREZ	(2) NAME AND TITLE (Typed) Francisco Garibaldo Perez Authorized Representative	<i>Seal</i>	
6. REINSURING COMPANY			
6A. (1) SIGNATURE <i>Francisco Garibaldo Perez</i>	(2) ATTEST SIGNATURE <i>Delma B. Bellan</i>	<i>Corporate Seal</i>	
6B. (1) NAME AND TITLE (Typed) FRANCISCO GARIBALDO PEREZ Account owner	(2) NAME AND TITLE (Typed) Francisco Garibaldo Perez Authorized Representative	<i>Seal</i>	

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filled with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES

(See instructions on reverse)

OMB No.: 9000-0045

Expires:

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY*

FRANCISCO GARIBALDO PEREZ
c/o 12071 FM 3522
ABILENCE TX [79601]

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

02/17/2005

1B. STATE OF INCORPORATION

12707-3/0000021382

2. REINSURING COMPANY*

Depository Trust Company
55 Water ST.
New York City, New York [10041]

2A. AMOUNT OF THIS REINSURANCE (\$)**2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT**

02/17/2005

2C. STATE OF INCORPORATION**3. DESCRIPTION OF BOND****3A. DESCRIPTION OF BOND (Type, purpose etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)**

Payment Bond
Payment Settlement of Contract/05-CRF-0070
105 th DISTRICT COURT KLEBERG COUNTY TEXAS
700 East Kleberg Ave.
Kingsville TX [78363]

3B. PENAL SUM OF BOND

\$

3C. DATE OF BOND

02/17/2005

3D. BOND NO.

463-71-1108/D80694354

3E. PRINCIPAL*

FRANCISCO GARIBALDO PEREZ
c/o 12071 FM 3522
ABILENCE TX [79601]

3F. STATE OF INCORPORATION (If Corporate Principal)**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

THEREFORE:

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

WITNESS

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

(Over)

*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

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Previous edition usable

STANDARD FORM 275 (REV. 10-98)
Prescribed by GSA-FAR (48 CFR) 53.228(j)

4. DIRECT WRITING COMPANY			
4A.(1). SIGNATURE <i>Francisco Garibaldi Perez</i>		(2). ATTEST: SIGNATURE <i>[Signature]</i>	
4B.(1). NAME AND TITLE (Typed) FRANCISCO GARIBALDO PEREZ		4B.(2). NAME AND TITLE (Typed) Francisco Garibaldi Perez Authorized Representative	
5. REINSURING COMPANY			
5A.(1). SIGNATURE <i>Francisco Garibaldi Perez</i>		(2). ATTEST: SIGNATURE <i>[Signature]</i>	
5B.(1). NAME AND TITLE (Typed) FRANCISCO GARIBALDO PEREZ account owner		5B.(2). NAME AND TITLE (Typed) Francisco Garibaldi Perez Authorized Representative	

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

EXHIBIT "H"

AFFIDAVIT OF TRUTH

FILED COPY OF COMMON LAW COPYRIGHT

AFFIDAVIT OF TRUTH

State of Texas

County of **Jones**

"Indeed no more than (Affidavits) is necessary

To make the **prima facie case.**" United States v.

Kis, 658 F 2nd, 526, 536, (7th Cir. 1981; Cert;

Denied, 50.U.S. L.W. 2169; S. Ct March 22.1982

That I, Francisco-Garibaldo:Perez©, a breathing man, being duly sworn, depose and say and declare by my signature that the following facts are true, correct and complete to the best of my knowledge and belief.

That the Affiant is a flesh and blood man, and is Sovereign in a collective capacity with other sovereigns.

That, the Affiant's rights "... existed by law of the land antecedent to the organization of the State." (Hale v. Henkel, 201 U.S. 43).

That, the Affiant's rights exist even in the light of the U.S. Bankruptcy: aka **The National Emergency** and that **includes the right of redemption.**

That, Affiant is "of the people" and is above the corporate government called Texas/UNITED STATES OF AMERICA, operating in a **de-facto-bankrupt capacity/status.**

That, Affiant filed a U.C.C. Financing Statement (UCC-1) U.C.C. Filing No: 40000153198667; **to perfect a Security interest to initiate redemption as a matter of right.**

That, the Affiant caused to be filed a Security Interest and Lien upon the property of the DEBTOR and in the DEBTOR'S name filed in line and first in time, over and above the State of Texas/UNITED STATES OF AMERICA and that **all property is exempt from levy.**

That the State of Texas/UNITED STATES OF AMERICA, cannot show nor provide a superior interest in said property and/or Instruments upon the Security Agreement held by the Affiant. (See for reference: (Wynhammer v. People, NY 378.)

That, the Affiant/Secured Party is flesh and blood and the corporate fiction/DEBTOR/ ENS legis as appearing upon any UCC filing is "artificial" and was created in the contemplation of law (commerce) **AS THE TWO ARE NOT THE SAME, FOR ONE IS REAL, THE OTHER IS FICTION.**

That, any discrimination or injury caused by the State of Texas/UNITED STATES OF AMERICA and/or Agent(s) to recognize the two distinct entities, the real one and the other "artificial" **agrees to such injuries and to the associated damages as established by the Affiant and the State, by and through its Agent's by said agreement, is estopped from defense or rebuttal in the matter and AGREES that the Affiant may proceed by Tort for Damages.**

That, this Affiant if not rebutted point for point by Any Agent, representing **the State of Texas/UNITED STATES OF AMERICA**, at any level, **in any matter**, within (15) days upon receipt, **these facts stand as True in both the private and public record...**

NOTE: Maxim of Law; 1; In Commerce-Truth is Sovereign. 2. for a matter to be resolved. It must be expressed. 3. Point of Law; Silence equates to agreement.

Further Affiant Sayth Not.

Executed by my own hand on this 23 day of august 2018

"without prejudice"

Francisco-Garibaldo: Perez

Francisco-Garibaldo: Perez©

Affiant, Authorized Representative,

Attorney-In-Fact

In behalf of FRANCISCO GARIBALDO PEREZ©, ENS legis

COMMON LAW COPYRIGHT NOTICE

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Notice Provided Under Certified Mail No. _____

Lawful/Legal Notice provided to: _____

This is formal legal/lawful notice that you are in breach of Copyright. This information is pertinent so please read it carefully and/or have your legal team review it as failure to understand or act is not a remedy or defense.

Copyright Notice: All rights reserved.

Copyright of trade-name/trademark FRANCISCO GARIBALDO PEREZ[®] TRUST including any and all derivatives and variations in the spelling, i.e. NOT limited to all capitalized names: FRANCISCO GARIBALDO PEREZ TRUST[®], PEREZ[®], FGP[®], FRANCISCO PEREZ[®], PEREZ FRANCISCO FG[®], FG PEREZ[®] or any derivatives thereof are under Copyright 1992. Said common-law trade-name/trademark, FRANCISCO GARIBALDO PEREZ[®] TRUST may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgment of Trustee/Trust in writing.

With the Intent of being Contractually Bound, any Juristic Person, as well as the agent thereof, by notice of this copyright is noticed that neither said Juristic Person nor agent thereof is authorized to display, nor otherwise use in any manner, the common-law trade-name/trademark nor the copyright described herein, nor any derivative of, nor any variation in the spelling thereof, without the prior, written consent and acknowledgment of Trustee/TRUST, as signified in writing with signed consent. Trustee/Trust neither grants, nor implies, nor otherwise gives consent for any unauthorized use of FRANCISCO GARIBALDO PEREZ[®], and all such unauthorized use is strictly prohibited.

By receipt of this notice you are hereby made aware of this copyright if otherwise ignorant of the fact that said copyright is a matter of public record. This is notification that you are in BREACH.

You herein have two options for remedy of this breach of copyright:

- 1) You consent to the removal of information and discontinuation of use of all information held in copyright that contains copyrighted materials from all databases publications, chronicles, manifestos, newspapers, and/or records of any type and issue a written apology.; or
- 2) If the first option of this section is neither effected or arrangements to affect cure of breach as described is not engaged within 10 days of return receipt of this Notice then the clause by default will be enacted and you consent to the following Self-executing Contract/Security Agreement in Event of Unauthorized Use as well as Payment Terms as described:

- a) **Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Notice, both the Juristic Person and the agent thereof, hereinafter jointly and severally "User", consent and agree that any use of trade-name/trademark copyright other than authorized use as set forth herein, constitutes unauthorized use and counterfeiting of property, contractually binds User and renders this Notice a Security Agreement wherein User is TRUST and FRANCISCO GARIBALDO PEREZ TRUST[®] is Secured Party, and signifies that User:
- b) In accordance with the fees for unauthorized use of Trade-Name/Trademark/Copyright, as set forth herein, consents to be invoiced for outstanding balance and agrees that User shall pay TRUST all unauthorized use fees in full within thirty (30) days of the date User is sent "Invoice"; itemizing said fees.
- c) Grants Trustee/TRUST the right to invoice three times at thirty day intervals at which time User consents to the outstanding balance that will be filed as a lien/levy via a UCC Financing Statement in the UCC filing office and/or in any county recorder's office, wherein User is TRUST and Trustee is Secured Party and that Secured Party may file such lien/levy against property as a security interest in all of User's assets, land and personal property, and all of User's interest in assets, land and personal property, in the sum certain amount of \$500,000.00 per each occurrence of use of the common-law copyrighted trade-name/trademark, plus costs, plus triple damages;
- d) Consent and agrees that said UCC Financing Statement described in "c" is a continuing financing statement, and further consents and agrees with TRUSTS filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in this Security Agreement and described herein until User's contractual obligation theretofore incurred has been fully satisfied;

COMMON LAW COPYRIGHT NOTICE

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- e) Waives all defenses; Consents and agrees that any and all such filings described herein going without remedy are not, and may not be considered, bogus/frivolous and that User will not claim such a defense in regard.
- f) Appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Obligation as set forth herein granting TRUST/Trustee full authorization and power for engaging in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User as Secured Party, at Secured Party's sole discretion, and as Secured Party deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized use fees itemized in Invoice within said ninety (90) day period for curing default as set forth within authorizes without recourse Trustee/Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by Secured Party upon expiration of said period.

Francisco-Garibaldo: Perez, Autograph Common Law Copyright 1992. Unauthorized use of "Francisco-Garibaldo: Perez" incurs same unauthorized-use fees as those associated with FRANCISCO GARIBALDO PEREZ® TRUST, as set forth in the first paragraph of the first page.

Please feel free to contact us at any of the following if you would like to discuss terms of curing the breach of copyright.

Phone: _____

E-Mail: _____

Or the address provided on the envelope.

Francisco-Garibaldo: Perez TTEE

Francisco - Garibaldo: Perez

Without Prejudice/Without Recourse

On behalf of FRANCISCO GARIBALDO PEREZ TRUST,

Copyright 1992. All Rights Reserved.

JURAT

County of)
Adams) Scilicet
Colorado)
State

SUBSCRIBED AND SWORN TO before me this 25th day of
June A.D. 2017.

Notary Public Signature _____ Seal
My Commission Expires November

STEPHANIE MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134031391
MY COMMISSION EXPIRES MAY 16, 2021

8-24-2018 Certificate of Service

I certify that Civil Case papers
(Tort)
have been given to Federal Court.
C.C. TX

Francisco-Garcibaldo, Rey
P.O. Box 264
Bishop, TX 78343
(361) 720-0206

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Francisco-Garibaldo:Perez©
C/O P.O. Box 264
Bishop, Texas 78343

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

In Propria Persona

DEFENDANTS

STATE OF TEXAS
Carlos Valdez
P.O. Box 1471
Kingsville, Texas 78364

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

N/A

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1331/48 CFR Ch 1. 53. 228

Brief description of cause:

Jurisdiction of said Corporate Fiction/Appointment of Trustee D/B/A: Carlos Valdez

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.